

**FAMILY DECEASED ESTATE DIVISION AGREEMENTS  
FROM OLD BABYLONIAN  
LARSA, NIPPUR AND SIPPAR**

**by**

**SUSANDRA JACOBA CLAASSENS**

**submitted in accordance with the requirements for  
the degree of**

**DOCTOR OF LITERATURE AND PHILOSOPHY**

**in the subject**

**ANCIENT NEAR EASTERN STUDIES**

**at the**

**UNIVERSITY OF SOUTH AFRICA**

**PROMOTER: PROF PS VERMAAK**

**NOVEMBER 2012**

## **DECLARATION OF MY OWN WORK**

I, Susandra Jacoba Claassens declares that the “Family deceased estate division agreements from Old Babylonian Larsa, Nippur and Sippar” is my own work and that all the sources that I have used or quoted have been indicated and acknowledged by means of complete references.

Signed at Pretoria on the 30<sup>th</sup> day of April 2013.

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Susandra Jacoba Claassens

## **ABSTRACT**

In most cases in a deceased person's estate, there are problems with co-ownership where more than one family member inherits the deceased family estate assets. To escape the perils of co-ownership the beneficiaries consensually agree to divide the inherited communally-shared asset/s. This agreement can take place immediately after the death of the family estate owner or some time later regarding some or all of the said assets. On the conclusion of the division agreement, the contractual party who receives the awarded assets enjoys sole ownership and the other contractual parties by agreement retract their ownership. In a jurisprudential content analysis of forty-six recorded family deceased division agreements from Old Babylonian Larsa and Nippur, essential elements are identified which are the framework and qualification requirements for a family deceased division agreement. Within this framework the concepts, terms and elements of the agreement are categorised as natural and incidental elements, which reflect the specific law traditions and choices of contractual parties and show the unique scribal traditions in the different Old Babylonian city-states of Larsa, Nippur and Sippar. The aim of the study is to shed a more focused light on the interpretation of recorded Old Babylonian division agreements and to show that the division agreement was a successful, timeless, estate administration mechanism and tool to obviate any undesirable consequences of co-ownership of the bequeathed property.

Keywords:

Ancient Near Eastern Law, Mesopotamian Law, Old Babylonian Law, Cuneiform Studies, division agreements, redistribution agreements, partition agreements, allotments, inheritance share, inheritance, co-ownership, preference share, "first-born" share, "heart is satisfied", "from straw to gold", cuneiform agreements, Old Babylonian contracts, Mesopotamian contracts, methodology

To my son

LOUIS CLAASSENS

*Thank you for your patience and unconditional love*



## **ACKNOWLEDGEMENTS**

A special thanks to my husband, Pierre van Wyk whose love inspires and encourages me and constantly reminds me of the final rewards of my labour. Thank you for your kind assistance in the final editing of the thesis. Thank you for your constant support and encouragement; lending a shoulder to cry on, especially in the last stages of my thesis.

Thank you to my family and friends, especially my son Louis, for their support through these years. Words alone cannot express what I owe them for their encouragement and patient love, which enabled me to complete this thesis.

I am also indebted to Corrie Claassens for the house drawing in the methodology chapter.

Thank you to Professor Fanie Vermaak who not only served as my promoter but also challenged me throughout my academic program. He guided me through the thesis process, never accepting less than my best efforts.

## LIST OF ABBREVIATIONS

List of abbreviations commonly used by scholars of ancient Near Eastern studies.

Abbreviation	English description
ANE	Ancient Near East/Eastern
CAD	Assyrian Dictionary of the Oriental Institute of the University of Chicago
ETCSL	Electronic Text Corpus of Sumerian Literature
OB	Old Babylonia/Babylonian
PSD	Pennsylvania Sumerian Dictionary

Mesopotamian cuneiform collections / law collections / law codes.

Abbreviation	English description
LE	laws of Ešnunna
LH	laws of Ḫammu-rāpi
LL	laws of Lipit-Ištar
LU	laws of Ur-Nammu
MAL	Middle Assyrian laws

## TABLE OF WEIGHTS AND MEASURES

Old Babylonian Units	Approximate present-day values
1 area <b>sar</b> = 1 rod square	36 m <sup>2</sup>
1 volume <b>sar</b> = 1 area <b>sar</b> x 1 cubit	18 m <sup>3</sup>
1 ( <b>ubu</b> ) = 50 <b>sar</b>	1800 m <sup>2</sup> or 900 m <sup>3</sup>
1 ( <b>iku</b> ) = 2 <b>ubu</b> = 140 <b>sar</b>	3600 m <sup>2</sup> or 1800 m <sup>3</sup>
1 ( <b>eše</b> ) = 6 <b>iku</b>	2.16 ha or 108,000 m <sup>3</sup>
1 ( <b>búr</b> ) = 3 <b>eše</b>	6.48 ha or 324,000 m <sup>3</sup>
1 ( <b>sar</b> ) = 6 <b>bur'u</b>	388.8 ha

(Powell (1987); Robson (2007); <http://oracc.museum.upenn.edu/dcinchest/metrology.html>.

Cited 29 January 2007).

# VOLUME 1

## PART A & B

### TABLE OF CONTENTS

DECLARATION OF MY OWN WORK .....	I
ABSTRACT .....	II
ACKNOWLEDGEMENTS .....	IV
LIST OF ABBREVIATIONS .....	V
TABLE OF WEIGHTS AND MEASURES .....	VI
TABLE OF CONTENTS.....	VII
CHAPTER ONE .....	1
INTRODUCTION .....	1
1.1 BACKGROUND INFORMATION.....	1
1.1.1 <i>Different terms or expressions assigned to the family division agreement</i> .....	1
1.1.2 <i>What is an Old Babylonian family deceased division agreement? An example</i> .....	2
1.2 RESEARCH QUESTIONS .....	3
1.2.1 <i>What is a division agreement?</i> .....	4
1.2.2 <i>Uniqueness of the agreement</i> .....	5
1.2.3 <i>Different law practices and legal traditions</i> .....	5
1.2.5 <i>Scribal school traditions: recording of the division agreement</i> .....	6
1.2.6 <i>Comparison of different division agreements in Old Babylonian Larsa, Sippar and Nippur (new perspectives?)</i> .....	7
1.3 HYPOTHESIS.....	7
1.4 SOURCES.....	10
1.4.1 <i>Primary sources</i> .....	10
1.4.2 <i>Secondary sources</i> .....	11
1.5 METHODOLOGY.....	13
1.6 DELINEATION OF STUDY .....	16
1.7 FRAMEWORK OF THESIS.....	17
PART A.....	21
INTRODUCTORY SECTION: ASPECTS OF OLD BABYLONIAN LIFE .....	21
PROLOGUE.....	21
CHAPTER TWO .....	23
CHARACTERISTICS OF ANCIENT MESOPOTAMIAN (OLD BABYLONIAN) LEGAL TRADITIONS .....	23
2.1 INTRODUCTION .....	23

2.2	SOURCES OF PERFORMATIVE LEGAL TRADITIONS .....	24
2.3	PROBLEMS WITH INTERPRETATION OF RECORDED LEGAL TRADITIONS TEXTS .....	27
2.4	NATURE AND CHARACTERISTICS OF PERFORMATIVE LEGAL TRADITIONS.....	29
2.4.1	<i>Non-specialisation</i> .....	30
2.4.2	<i>Religious impact</i> .....	31
2.4.3	<i>Kingship and institutional enforcement</i> .....	34
2.4.4	<i>Social or group orientation</i> .....	35
2.4.5	<i>Concrete nature of legal acts</i> .....	39
2.4.6	<i>Status quo/static nature of legal traditions</i> .....	41
2.4.7	<i>Openness</i> .....	45
2.5	CONCLUSIONS .....	46
<b>CHAPTER THREE.....</b>		<b>51</b>
<b>AGRICULTURAL AND ARCHITECTURAL ASPECTS.....</b>		<b>51</b>
3.1	INTRODUCTION .....	51
3.2	OLD BABYLONIAN CITY LIFE AND LANDSCAPE .....	52
3.2.1	<i>Introduction</i> .....	52
3.2.2	<i>Old Babylonian landscape and agricultural factors</i> .....	53
3.2.3	<i>Old Babylonian city life and house structures</i> .....	55
3.3	PRACTICAL IMPLICATIONS OF FAMILY DECEASED DIVISION AGREEMENTS.....	59
3.4	EXAMPLES OF PRACTICAL IMPLICATIONS OF CITY LIFE AND LANDSCAPE ELEMENTS .....	62
3.4.1	<i>Introduction</i> .....	62
3.4.2	<i>Division agreement between the brothers Enlil-mansum (eldest brother), ʾTab-balaṭu, Ur-ukuga and Enlil-glazu</i> .....	62
3.4.3	<i>Division agreement between the brothers<sup>d</sup> Sîn-imguranni, Tarîbum and Anu-pî<sup>d</sup>Ilabrat (N1)</i> ..	67
3.4.3.1	Background information .....	67
3.4.3.2	Outline of paternal assets distributed between beneficiaries .....	68
3.4.4	<i>Division agreement between the brothers Bêlessunu and Hiššâtum (L2)</i> .....	71
3.4.4.1	Background information .....	71
3.4.4.2	Outline of paternal assets distributed between beneficiaries of the estate by means of exchange .....	72
3.4.5	<i>Three recorded division agreements regarding one oral agreement (S11, S12 and S13)</i> .....	72
3.4.5.1	Background information .....	72
3.4.5.2	Outline of paternal estate assets distributed .....	73
3.5	CONCLUSIONS .....	73
<b>CHAPTER FOUR .....</b>		<b>79</b>
<b>OLD BABYLONIAN SCRIBAL SCHOOL TRADITIONS .....</b>		<b>79</b>
4.1	INTRODUCTION .....	79
4.2	RELEVANCE AND MEANING OF RECORDINGS ON OBJECTS IN ANCIENT MESOPOTAMIA.....	81
4.3	PRACTICAL AND THEORETICAL MECHANISMS OF FAMILY DECEASED DIVISION AGREEMENT RELATING TO SCRIBAL SCHOOL TRADITIONS .....	83

4.4	DEVELOPMENT OF SCRIBAL SCHOOLS .....	88
4.5	DIFFERENT APPROACHES IN THE STUDY OF SCRIBAL SCHOOLS .....	89
4.5.1	<i>Introduction</i> .....	89
4.5.2	<i>Traditional approach</i> .....	90
4.5.3	<i>Physical tablets rather than the text approach</i> .....	92
4.5.4	<i>Archaeological evidence</i> .....	93
4.6	PRACTICAL FUNCTION OF SCRIBAL SCHOOLS .....	96
4.6.1	<i>Ana ittišu</i> .....	96
4.6.2	<i>Student-scribes (male and/or female)</i> .....	97
4.7	SCRIBAL SCHOOLS: NIPPUR AND SIPPAR .....	99
4.7.1	<i>Scribal Schools: Nippur</i> .....	99
4.7.2	<i>Scribal Schools: Sippar</i> .....	101
4.8	CONCLUSIONS .....	102
<b>PART B</b> .....		<b>105</b>
<b>CORE SECTION: CONTENT ANALYSIS AND TYPOLOGICAL COMPARISON STUDY OF FAMILY DECEASED</b>		
<b>DIVISION AGREEMENTS OF OLD BABYLONIAN LARSA, SIPPAR AND NIPPUR</b> .....		<b>105</b>
<b>PROLOGUE</b> .....		<b>105</b>
<b>CHAPTER FIVE</b> .....		<b>107</b>
<b>ANALYSIS-MODEL</b> .....		<b>107</b>
5.1	INTRODUCTION .....	107
5.2	DIFFERENT METHODOLOGICAL APPROACHES .....	110
5.3	PRACTICAL APPLICATION OF A FAMILY DIVISION AGREEMENT IN A DECEASED ESTATE .....	117
5.4	MOTIVATION FOR AN ANALYSIS-MODEL .....	120
5.5	ANALYSIS-MODEL OF A DIVISION AGREEMENT .....	122
5.5.1	<i>Introduction</i> .....	122
5.5.2	<i>Essential elements</i> .....	124
5.5.2.1	E1 Family connection of beneficiaries .....	124
5.5.2.2	E 2 Deceased estate owner .....	125
5.5.2.3	E 3 Estate Assets .....	125
5.5.2.4	E 4 Mutual Consent .....	126
5.5.2.5	E 5 Raison d'être .....	126
5.5.3	<i>Natural elements of an oral division agreement recorded in a written agreement</i> .....	127
5.5.3.1	Nat 1 adoption/support - clause .....	128
5.5.3.2	Nat 2 bringing in - clause .....	128
5.5.3.3	Nat 3 division by lots/in good will - clause .....	128
5.5.3.4	Nat 4 heart is satisfied - clause .....	129
5.5.3.5	Nat 5 as much as there is/completely divided/from straw to gold - clause .....	129
5.5.3.6	Nat 6 no claim - clause .....	129
5.5.3.7	Nat 7 oath in temple/oath - clause .....	130

5.5.3.8 Nat 8 preference portion - clause .....	130
5.5.3.9 Nat 9 shares equal - clause.....	130
5.5.3.10 Nat 10 trust (trustee) - clause .....	130
5.5.3.11 Nat 11 usufruct - clause .....	131
5.5.3.12 Nat 12 witnesses - clause .....	131
<b>5.5.4 Incidental elements in a written agreement .....</b>	<b>132</b>
5.5.4.1 Written formalities of division agreements .....	133
(i) I 1 Names of Contractual Parties, rank.....	133
(ii) I 2 Birth order of brothers .....	133
(iii) I 3 Description of assets: thorough description, value .....	133
(iv) I 4 Special legal terms.....	134
(v) I 5 Oath clause (king/god) .....	135
(vi) I 6 Witnesses' names, rank/family standing.....	135
5.5.4.2 Qualities of cuneiform division texts .....	136
(i) I 7 Language .....	136
(ii) I 8 Location .....	136
(iii) I 9 Tablet's condition .....	136
(iv) I 10 Number of copies (agreements).....	137
(v) I 11 Date Formula.....	137
(vi) I 12 Seals impressions .....	138
(vii) I 13 Rhythm sequence/special style reflecting scribal school tradition within a certain city-state .....	139
<b>5.6 OTHER TYPES OF DIVISION AGREEMENTS: DIFFERENT MECHANISMS AND SOLUTIONS .....</b>	<b>140</b>
5.6.1 Introduction .....	140
5.6.2 Quasi-adoption agreement.....	141
5.6.3 Dissolution of a partnership.....	144
5.6.4 Living estate division agreement .....	144
<b>5.7 CONCLUSIONS .....</b>	<b>146</b>
<b>CHAPTER SIX .....</b>	<b>151</b>
<b>TERMS IN DIVISION AGREEMENTS .....</b>	<b>151</b>
6.1 INTRODUCTION .....	151
6.2 ESSENTIAL TERMS IN DIVISION AGREEMENTS.....	153
6.2.1 Mutual agreement division clause.....	153
6.2.1.1 Ba .....	153
6.2.1.2 Še-ga-ne-ne-ta.....	156
6.2.1.3 I-zu-zu .....	158
6.2.2 Inheritance share clause .....	159
6.2.2.1 Ḫal-la.....	159
6.2.2.2 Zitti.....	160
6.2.3 Beneficiary clause .....	161
6.2.3.1 Ibila .....	161
6.2.3.2 Summary.....	175
<b>6.3 REGULAR NATURAL TERMS IN DIVISION AGREEMENTS .....</b>	<b>175</b>

6.3.1	<i>Bringing in (sale) – clause (Nat 2)</i> .....	175
6.3.2	<i>Division by lots - clause (Nat 3)</i> .....	176
6.3.3	<i>As much as there is - clause (Nat 5)</i> .....	179
6.3.3.1	Gamāru .....	180
6.3.3.2	Ištu ħurāšum .....	181
6.3.4	<i>No claim - clause (Nat 6)</i> .....	182
6.3.5	<i>Oath clause (Nat 7)</i> .....	184
6.3.6	<i>Preference portion - clause (Nat 8)</i> .....	186
6.3.7	<i>Equal shares – clause (Nat 9)</i> .....	191
6.3.8	<i>Witnesses - clause (Nat 12)</i> .....	192
6.4	NIPPUR: IRREGULAR NATURAL ELEMENTS' TERMS IN DIVISION AGREEMENTS .....	194
6.4.1	<i>Introduction</i> .....	194
6.4.2	<i>Adoption/support - clause (Nat 1)</i> .....	194
6.5	SIPPAR: IRREGULAR NATURAL ELEMENTS' TERMS IN DIVISION AGREEMENTS .....	198
6.5.1	<i>Introduction</i> .....	198
6.5.2	<i>Heart is satisfied - clause (Nat 4)</i> .....	198
6.5.3	<i>Trust - clause (Nat 10)</i> .....	201
6.5.4	<i>Usufruct - clause (Nat 11)</i> .....	202
6.6	CONCLUSIONS .....	204
<b>CHAPTER SEVEN</b> .....		<b>211</b>
<b>CONTENT ANALYSIS AND TYPOLOGICAL COMPARISON OF ELEMENTS IN FAMILY DECEASED DIVISION</b>		
<b>AGREEMENTS IN EACH OF THE CITY-STATES: LARSA, NIPPUR AND SIPPAR</b> .....		<b>211</b>
7.1	INTRODUCTION .....	211
7.2	LARSA (TELL SIFR): COMPARISON OF TERMS IN DIVISION AGREEMENTS .....	212
7.2.1	<i>Introduction</i> .....	212
7.2.3	<i>Residence and geographical background</i> .....	214
7.2.5	<i>Essential elements</i> .....	216
7.2.5.1	Introduction .....	216
7.2.5.2	Family connection of contractual parties/co-owners .....	216
7.2.5.3	Estate owner/ Benefactor: father / mother /other kinship relationship .....	217
7.2.5.4	Estate assets: fully or partially divided .....	218
7.2.5.5	Mutual Consent .....	219
7.2.5.6	Raison d'être .....	221
7.2.5.7	Summary .....	222
7.2.6	<i>Natural elements</i> .....	223
7.2.6.1	Bringing-in (Nat 2) .....	226
7.2.6.2	Division by lots (Nat 3) .....	227
7.2.6.3	Much as there is (Nat 5) .....	227
7.2.6.4	No claim (Nat 6) .....	228
7.2.6.5	Oath (Nat 7) .....	229
7.2.6.6	Preference portion (Nat 8) .....	229



7.2.6.7	Equal shares (Nat 9) .....	229
7.2.6.8	Witnesses (N12) .....	230
7.2.6.9	Summary .....	230
7.2.7	<i>Incidental elements</i> .....	231
7.2.7.1	Introduction .....	231
7.2.7.2	Written formalities of division agreements .....	232
	(i) Names of contractual parties, rank .....	232
	(ii) Birth order of brothers .....	233
	(iii) Description of assets: thorough description, value .....	233
	(iv) Special legal terms .....	235
	(v) Oath clause (king/god) .....	238
	(vi) Witnesses names, rank/family standing .....	239
7.2.7.3	Qualities of cuneiform division texts .....	239
	(i) Language .....	239
	(ii) Location .....	240
	(iii) Tablet's condition .....	240
	(iv) Number of copies (agreements) .....	240
	(v) Date Formula .....	241
	(vi) Seal impressions .....	242
	(vii) Rhythmic sequence: essential elements E1-5 and natural elements N1-N12 .....	243
7.2.7.4	Summary .....	244
7.3	NIPPUR: COMPARISON OF TERMS IN DIVISION AGREEMENTS .....	247
7.3.1	<i>Introduction</i> .....	247
7.3.2	<i>Archaeological background</i> .....	247
7.3.3	<i>Residence and geographical background</i> .....	248
7.3.4	<i>Institutional background</i> .....	249
7.3.5	<i>Essential elements</i> .....	251
7.3.5.1	Introduction .....	251
7.3.5.2	Family connection of contractual parties/co-owners .....	251
7.3.5.3	Estate owner: kinship relationship .....	253
7.3.5.4	Estate assets: fully or partially divided .....	254
7.3.5.5	Mutual Consent .....	255
7.3.5.6	Raison d'être .....	256
7.3.5.7	Summary .....	260
7.3.6	<i>Natural elements</i> .....	262
7.3.6.1	Introduction .....	262
7.3.6.2	Adoption/support (Nat 1) .....	263
7.3.6.3	Bringing-in (Nat 2) .....	263
7.3.6.4	Division by lots/in good will (Nat 3) .....	264
7.3.6.5	No claim (Nat 6) .....	265
7.3.6.6	Oath in temple/oath (Nat 7) .....	266
7.3.6.7	Preference portion (Nat 8) .....	266
7.3.6.8	Witnesses (Nat 12) .....	268
7.3.6.9	Summary .....	268

7.3.7	<i>Incidental elements</i> .....	270
7.3.7.1	Introduction .....	270
7.3.7.2	Written formalities of division agreements .....	271
	(i) Names of contractual parties, rank .....	271
	(ii) Birth order of brothers .....	272
	(iii) Description of assets: thorough description, value .....	273
	(iv) Special legal terms .....	275
	(v) Oath clause (king/god).....	278
	(vi) Witnesses names, rank/family standing .....	278
7.3.7.3	Qualities of cuneiform division texts .....	279
	(i) Language.....	279
	(ii) Location .....	279
	(iii) Tablet's condition .....	279
	(iv) Number of copies (agreements) .....	280
	(v) Date formula.....	280
	(vi) Seal impressions .....	282
	(vii) Rhythmic sequence: essential elements E1-5, and natural elements N1-N12.....	283
7.3.7.4	Summary .....	284
7.4	SIPPAR: COMPARISON OF TERMS IN DIVISION AGREEMENTS.....	288
7.4.1	<i>Introduction</i> .....	288
7.4.2	<i>Archaeological background</i> .....	288
7.4.3	<i>Residence and geographical background</i> .....	289
7.4.4	<i>Institutional background</i> .....	290
7.4.5	<i>Essential elements</i> .....	290
7.4.5.1	Introduction .....	290
7.4.5.2	Family connection of contractual parties/co-owners .....	290
7.4.5.3	Estate owner/ Benefactor: father / mother / other kinship relationship .....	294
7.4.5.4	Estate assets: fully or partially divided.....	295
7.4.5.5	Mutual Consent .....	299
7.4.5.6	Raison d'être.....	302
7.4.5.7	Summary .....	304
7.4.6	<i>Natural elements</i> .....	305
7.4.6.1	Introduction .....	305
7.4.6.2	Bringing in (Nat 2) .....	306
7.4.6.3	Division by lots/in good will (Nat 3) .....	306
7.4.6.4	Heart is satisfied (Nat 4).....	306
7.4.6.5	Much as there is, completely divided (Nat 5) .....	307
7.4.6.6	No claim (Nat 6) .....	310
7.4.6.7	Oath in temple (Nat 7) .....	312
7.4.6.8	Equal Shares (Nat 9).....	313
7.4.6.9	Trust/Trustee (Nat 10) .....	313
7.4.6.10	Usufruct (Nat 11) .....	314
7.4.6.11	Witnesses (Nat 12).....	315
7.4.6.12	Summary .....	315

7.4.7	<i>Incidental elements</i> .....	317
7.4.7.1	Introduction .....	317
7.4.7.2	Written formalities of division agreements .....	317
	(i) Names of contractual parties, rank .....	317
	(ii) Birth Order of brothers.....	320
	(iii) Description of assets: thorough description, value .....	320
	(iv) Special legal terms .....	324
	(v) Oath clause (king/god).....	330
	(vi) Witnesses names, rank/family standing .....	332
7.4.7.3	Qualities of cuneiform division texts .....	333
	(i) Language.....	333
	(ii) Location .....	333
	(iii) Tablet's condition .....	333
	(iv) Number of copies (agreements) .....	334
	(v) Date Formula .....	337
	(vi) Seal impressions .....	339
	(vii) Rhythmic sequence: essential elements.E1-5 and natural elements N1-N12 .....	340
7.4.7.4	Summary .....	341
7.5	CONCLUSIONS .....	344
<b>CHAPTER EIGHT .....</b>		<b>353</b>
<b>COMPARISON OF FAMILY DECEASED DIVISION AGREEMENTS ACROSS THE CITY-STATES: NIPPUR, SIPPUR</b>		
<b>AND LARSA .....</b>		<b>353</b>
8.1	INTRODUCTION .....	353
8.2	ESSENTIAL TERMS IN DIVISION AGREEMENTS.....	354
8.2.1	<i>Introduction</i> .....	354
8.2.2	<i>Family connection of the contractual parties or co-owners</i> .....	354
8.2.3	<i>Estate owner/ Benefactor: father/mother/other kinship relationship</i> .....	355
8.2.4	<i>Estate assets: fully or partially divided</i> .....	356
8.2.5	<i>Mutual Consent</i> .....	356
8.2.6	<i>Raison d'être</i> .....	357
8.2.7	<i>Summary</i> .....	359
8.3	NATURAL ELEMENTS .....	361
8.3.1	<i>Introduction</i> .....	361
8.3.2	<i>Adoption/support (Nat 1)</i> .....	362
8.3.3	<i>Bringing in (Nat 2)</i> .....	362
8.3.4	<i>Division by lots (Nat 3)</i> .....	363
8.3.5	<i>Heart is satisfied (Nat 4)</i> .....	363
8.3.6	<i>As much as there is (Nat 5)</i> .....	364
8.3.7	<i>No claim (Nat 6)</i> .....	364
8.3.8	<i>Oath in the temple (Nat 7)</i> .....	365
8.3.9	<i>Preference portion (Nat 8)</i> .....	365

8.3.10	<i>Equal Shares (Nat 9)</i> .....	365
8.3.11	<i>Trust/Trustee (Nat 10)</i> .....	366
8.3.12	<i>Usufruct (Nat 11)</i> .....	366
8.3.13	<i>Witnesses (Nat 12)</i> .....	367
8.3.14	<i>Summary</i> .....	368
8.4	INCIDENTAL ELEMENTS .....	370
8.4.1	<i>Introduction</i> .....	370
8.4.2	<i>Written formalities of division agreements</i> .....	371
8.4.2.1	Names of contractual parties, rank.....	371
8.4.2.2	Birth order of brothers (implied/ implicit) .....	371
8.4.2.3	Description of assets: thorough description, value.....	371
8.4.2.4	Special legal terms .....	372
8.4.2.5	Oath clause (king/god).....	373
8.4.2.6	Witnesses names, rank/family standing .....	373
8.4.3	<i>Qualities of cuneiform division texts</i> .....	374
8.4.3.1	Language .....	374
8.4.3.2	Condition of the tablets .....	374
8.4.3.3	Number of copies (agreements) .....	375
8.4.3.4	Date formula .....	375
8.4.3.5	Seal impressions .....	375
8.4.4	<i>Summary</i> .....	375
8.5	CONCLUSIONS .....	377
<b>CHAPTER NINE .....</b>		<b>387</b>
<b>FINAL SUMMARY AND CONCLUSIONS .....</b>		<b>387</b>
9.1	BACKGROUND .....	387
9.2	MAIN FINDINGS .....	395
9.2.1	<i>Comparisons of different elements of the said agreements in each of the city-states of Larsa, Nippur &amp; Sippar</i> .....	395
9.2.1.1	Introduction .....	395
9.2.1.2	Summary of essential elements.....	395
9.2.1.3	Summary of natural elements .....	397
9.2.1.4	Summary of incidental elements .....	399
9.2.2	<i>Final Findings</i> .....	400
9.3	SUMMARY OF CONTRIBUTIONS .....	406
9.3.1	<i>Different perspectives of division agreements in Larsa, Sippar and Nippur</i> .....	406
9.3.2	<i>Development of analysis-model</i> .....	406
9.3.3	<i>Analysis-model</i> .....	406
9.3.4	<i>Motivation for analysis-model</i> .....	407
9.3.5	<i>Evolutionary stages in practice in the development process of a division agreement</i> .....	408
9.3.6	<i>Practical problems encountered by contractual parties in the conclusion of a agreement</i> .....	408
9.4	POSSIBILITIES FOR FUTURE STUDY .....	409

LIST OF ABBREVIATIONS USED IN THE BIBLIOGRAPHY .....	411
BIBLIOGRAPHY.....	413

## LIST OF TABLES

Table 1 Allocation of portions .....	65
Table 2 Outline of awarded portions of brothers <sup>d</sup> Sîn-imguranni (eldest), Tarîbum and Anu- pî <sup>d</sup> Ilabrat.....	69
Table 3 Outline of awarded portions of brothers: <sup>d</sup> Bêlessunu and Hiššâtum.....	72
Table 4 Outline of awarded portions of brothers: <sup>d</sup> Sîn-iķîšam, Ibni-Šamaš and Irra-nâšir.....	73
Table 5 Outline of classification of elements of family deceased division agreement.....	123
Table 6 Outline of essential elements of all division agreements.....	204
Table 7 Outline of the natural elements of all the division agreements.....	206
Table 8 Outline of essential elements of Larsa division agreements .....	222
Table 9 Outline of division of assets of Lipit-Ištar, Apil-ilišu, Apîl-Sîn and Šamaš-māgir ..	224
Table 10 Outline of the natural elements of Larsa division agreements.....	231
Table 11 Outline of the incidental elements of Larsa division agreements .....	244
Table 12 Outline of the essential elements of Nippur division agreements .....	260
Table 13 Outline of the natural elements of Nippur division agreements .....	269
Table 14 Outline of the incidental elements of Nippur division agreements .....	285
Table 15 Outline of the essential elements of Sippar division agreements .....	304
Table 16 Outline of the natural elements of Sippar division agreements .....	316
Table 17 Outline of oath clause in Sippar division agreements.....	331
Table 18 Outline of witnesses clause in Sippar division agreements .....	332
Table 19 Outline of conditions of Sippar tablets .....	334
Table 20 Outline of the incidental elements of Sippar division agreements .....	342
Table 21 Abridged comparison table: essential elements of all three city-states .....	345
Table 22 Abridged comparison table: natural elements of all three city-states.....	346
Table 23 Abridged comparison table: incidental elements of all three city-states .....	348

## LIST OF ILLUSTRATIONS (FIGURES)

Figure 1 Framework of thesis .....	18
Figure 2 Presentation of House I (Stone & Stone 1981:21) with researcher's inclusions of different portions awarded to the contractual parties.....	65
Figure 3 Photograph from west of House I (Stone & Stone 1981:21 Plate II) .....	66
Figure 4 Schematic outline of field division of brothers: <sup>d</sup> Sîn-imguranni (eldest), Tarîbum and Anu-pî- <sup>d</sup> Ilabrat .....	70
Figure 5 Schematic outline of house division of brothers: <sup>d</sup> Sîn-imguranni (eldest), Tarîbum and Anu-pî- <sup>d</sup> Ilabrat .....	70
Figure 6 Schematic outline of division of fields of brothers Bêlessunu and Hiššâtum .....	71
Figure 7 Schematic outline of division of house of brothers Bêlessunu and Hiššâtum.....	71
Figure 8 Schematic outline of texts S11, S12 & S13 family members.....	73
Figure 9 Schematic outline house division of brothers in texts S11, S12, S13 .....	73
Figure 10 Schematic explanations of division agreement elements as a house.....	109
Figure 11 Outline of the evolutionary process of the family deceased division agreement ..	118
Figure 12 Schematic family outline of N5 division agreement .....	258
Figure 13 Schematic outline of philosophy, management of division and scribal school traditions of Larsa, Nippur and Sippar.....	378
Figure 14 Schematic outline of all the elements:differences and similarities .....	381
Figure 15 Schematic outline reflecting similarities and differences in accordance with the analysis-model .....	402

# CHAPTER ONE

## INTRODUCTION

### 1.1 BACKGROUND INFORMATION

In the legal corpora of cuneiform texts, the recorded family division agreement in a deceased estate emerged.<sup>1</sup> This division agreement varied in simplicity and complexity, and has not been fully understood by present-day scholars. Like other textual sources of the Old Babylonian period, extracting its meaning and purpose was hampered, due to the three-dimensional features of its recording on the clay tablet and its interpretational problems.<sup>2</sup> The background section provides the different terms and/or expressions assigned to a division agreement, followed by an example of the practical mechanisms regarding a family division agreement in a deceased estate.

#### 1.1.1 Different terms or expressions assigned to the family division agreement

The terming of this agreement is problematic. This agreement is utilised in the administration of deceased estates in different countries and law “systems” all over the world, irrespective of time or place, with the same reason for commencement – namely, the dissolution of co-ownership and some solutions of dissolution (cf. Appendix K).

In contemporary law, different terms and/or expressions have been assigned. For example, in South African law this agreement was labelled a family agreement in the nineteenth century,

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<sup>1</sup> For instance, in South African law, South African jurists have a certain perception of the historical development of redistribution agreements (for the sake of convenience referred to here as division agreements). South African jurists consider Roman-Dutch law as the common law source for division agreements. Interestingly, the mechanisms used in the old Babylonian family deceased division agreement are the same as those in the “redistribution” agreements in South Africa. See Appendix K in volume 2 for a synoptic discussion of the historical development of the division agreement from Roman-Dutch law to the South African redistribution (division) agreement, with some remarks regarding the similarities with the old Babylonian division agreement. The question remains whether these similarities are indicative of a collective consciousness or of a reception of law, i.e., the application of law rules and principles with a historical connection.

<sup>2</sup> Cf. Malul (2002) who discusses writing and refers to the qualities and paradigm of thought in this medium of communication. According to Malul (2002:38), “Writing is a graphic reflection or representation of language” as well as a “technical medium of graphic signs and symbols”. Because of this, there is a “loss of information in all the fine unique qualities of the communication process”. The features lost are: “pitch, tone, color of choice, accompanying conscious and unconscious body language”. Hameeuw & Willems (2011:165) surmise that the cuneiform tablets are three-dimensional objects on which scribes wrote on all six sides. The scribes made incisions on the unbaked clay tablet using a triangular-shaped stylus. Horizontal and vertical wedges on the clay made the signs complex (Charpin 2010b:7). “It is the play of shadow and light that makes the written signs visible, and lighting from the left is necessary if the signs are to be read accurately” (Charpin 2010b:7).



and is referred to today as a redistribution agreement, as reflected in court cases and legislation.<sup>3</sup> In other countries today, it is categorised as a division-, distribution- or partition agreement. In Hindu Law, it is considered a partition.<sup>4</sup>

In addition, in ancient Near Eastern studies, different terms and/or expressions have been assigned - for example, division agreement, partition agreement, partition or allotment.

The different terms and/or expressions are probably the result of different scholarly influences on the terminology used in legal systems in different times and places.

For purposes of this thesis, the expression assigned to this agreement is a “division agreement”, bearing in mind that in any further study or research of the agreement other scholars may use different terms and/or expressions.<sup>5</sup>

### **1.1.2 What is an Old Babylonian family deceased division agreement? An example**

What an Old Babylonian family deceased division agreement entails is explained in a simplified example: An estate owner dies; his estate consists of fields, implements, stock and slaves. His three sons, as beneficiaries in accordance with their inheritance, each receive a third share in undivided ownership in the bequeathed property. One son is a merchant, another a priest, and the youngest a farm manager who assisted his late father on the farm. The youngest beneficiary wishes to inherit the farm to continue his dream and aspirations as a farmer. The other two brothers/beneficiaries have no intention of farming. The problem is how the three beneficiaries will manage co-ownership of the fields, implements, stock and slaves in three undivided shares. The youngest beneficiary cannot farm for his own pleasure, as he needs to earn a living. However, he is using the other two beneficiaries’ undivided shares to fulfil his dream of farming. Therefore, sometimes co-ownership is considered as: “that mother of disagreement and of carelessness”.<sup>6</sup>

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<sup>3</sup> Cf. Claassens (2004-2005).

<sup>4</sup> Cf. Mitra (2010:63-133).

<sup>5</sup> However, this does not solve the problem of studying it, as reflected in the textual sources of the old Babylonian Period (including other periods in the ancient Near East). The written agreement inscribed on a clay tablet and compared to present-day law and succession law was studied with care by not superimposing present-day scientific framework on the framework of the old Babylonian oral legal transactions, especially the recording thereof and the meaning of the oral and written legal transactions of the old Babylonians. Cf. Malul (2002).

<sup>6</sup> A comment in hindsight by Voet (1955:2.32), a seventeenth century jurist, regarding division agreements:

For the three beneficiaries to escape the perils of co-ownership, they can sell the asset/s and divide the proceeds into one-third shares. This will result in the alienation of the corpus of the asset/s.

Alternatively, they can retain ownership and escape some of the problems of co-ownership by leasing the asset/s, thereby sharing in the proceeds of the rental income.

As a third option, the brothers/co-owners can decide by means of a division agreement to award the fields, implements, stock and slaves to the youngest beneficiary who wishes to continue farming. With the awarding of the farm, the other two brothers can then either receive other estate asset/s in sole ownership, equal to the monetary value of the farm, which constitutes an exchange, or they can donate the farm to the youngest sibling. As a third alternative method of division, the youngest son can “pay” his brothers “out” a sum of money to the value of the asset/s with which he has been enriched. To accomplish this, he uses his personal asset/s, money or goods to “purchase” a communally-shared asset. Consequently, the youngest brother “brings-in” money, or in other words “buys” an asset, of which he becomes sole owner.

This example reflects some of the dynamics of recorded division agreements in the Old Babylonian period. Thus, in essence, through the means of a division agreement the communally-shared assets are reshuffled by means of a sale, a donation and/or an exchange.<sup>7</sup> It was a practical solution for beneficiaries in a deceased estate, to avert undesirable consequences and situations of co-ownership resulting from a common inheritance property, with the aim of enjoying the benefits of sole ownership.

## 1.2 RESEARCH QUESTIONS

In the ancient Near East, more specifically in Old Babylonian Nippur, Larsa and Sippar, the division agreement is identified in the legal cuneiform corpus as an agreement between

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Voet (1955:2) gives a synoptic outline of the aspects of co-ownership and discusses the named Roman legal notion of the *Judicium Familiae Eriscundae* that can be translated in the widest context as the division of a family estate or inheritance. Today in South African Law, Voet’s notes on division agreement constitute one of the South African law sources in division agreements (redistribution agreements). (Cf. Claassens 2004-2005).

<sup>7</sup> The concept of “reshuffling” comes from the South African law case regarding a division agreement, *Klerck, NO v Registrar of Deeds* 1950 1 SA 81 (T) wherein the learned judge Clayden notes that there was “some sort of reshuffle of assets in the estate” with the implementation of a division agreement.

beneficiaries/heirs. The agreement *prima facie* may appear simple, as illustrated in the example, that it is a family agreement deriving from a deceased estate and that some division of inheritance property took place. However, the agreement contains many particulars, intrinsic components and mechanisms, with discrepancies in a city-state and across different city-states, which may unfortunately escape or even elude us. The re-examination of this agreement has been proven to constitute a complex legal notion. The main questions that ensued from this re-examination are:

- What is a division agreement?
- Which components of the agreement make it unique in relation to other *prima facie* division agreements?
- Where there different law practices and influences of legal traditions utilised in the agreement?
- Are there in a division agreement practical problems, environmental and architectural factors, as well as family circumstances to overcome?
- Where there influences by scribal school traditions and any scribal school discrepancies in the chosen city-states (in the recording of the agreement)?
- Are there new perspectives regarding the parties involved, in the management of organisation of division processes and mechanisms used by contractual parties in a deceased family division agreements, in each city-state, and in comparison between the given city-states?

These questions are outlined in the following main groups, with their sub-categories.

### **1.2.1 What is a division agreement?**

- As a complex legal notion, what does this family division agreement from a deceased estate entail?
- Does the deceased owner of the estate and the involved parties have a biological family connection; and which family members are involved in the agreement?
- Are there different stages culminating in a final stage of the conclusion of the agreement?
- Does each party have any rights and obligations at any each given stage with receiving the inheritance, sharing in co-ownership and finally concluding the division agreement?
- What is the type of ownership that the involved parties had?

- What type of ownership over the inheritance does it entail: undivided ownership or ownership wherein each beneficiary may alienate his/her share at free will?
- In the case of the latter, is each involved party allowed to use, transfer or forfeit his/her share, without the approval or agreement of the other parties? If in the affirmative, and a party forfeited his/her share in a field, what if it is the best portion of the field and this is then to the disadvantage of the other parties? Alternatively, how can one party of a group of three parties practically succeed in selling his/her one-third share of an inherited ox or slave, without the other two parties also alienating their shares?
- Under what circumstances and reasons is the division required?
- What are the division agreement's different components and mechanisms?
- What types of inheritance assets are divided? Which assets are included in the division agreement: only the estate owner's inheritance to his or her beneficiaries? Are the involved parties' own sole assets allowed to be included in an agreement, to constitute a buying of an asset?

### **1.2.2 Uniqueness of the agreement**

- Are there other types of division agreements in Old Babylonian legal traditions?
- Are there specific elements that only a family division agreement from a deceased estate has to have, in order to qualify as a division agreement?
- Are there differences regarding its mechanisms and aims that a family division agreement from a deceased estate have, to distinguish it from other similar types of division agreements?
- Does each type of agreement reflect different constructions and solutions?
- Does each type of division agreement have its own unique specific aim and end result/s?

### **1.2.3 Different law practices and legal traditions**

- Were there different legal practices in each city-state and across the city-states?
- How were these legal practices utilised to the benefit of, and in mutual agreement with, the parties involved?
- What contractual terms were employed by the involved parties which benefit them all, thus achieving a fair and equitable deal for each one?

#### **1.2.4 Practical problems, environmental and architectural factors, as well as family circumstances**

- What practical problems and family circumstances appeared during the lengthy discussions between the contractual parties?
- Did the family situation play any role in influencing the involved parties to devise the division?
  - For instance, were there only certain family members allowed or involved in division agreements? Did the eldest son play a role in the succession rule of receiving a greater share, even with a division agreement, etcetera?
- Did the agricultural and architectural factors and elements have any influence on the involved parties' decision to divide the inheritance assets?
  - For example, how did the involved parties manage to decide to plot out a field in viable economic pieces?
  - In the instance of a house where the rooms were divided into smaller "houses", what if one room consisted of a bakery (oven) and this enhanced the room's value apart from the others: how will the parties managed to divide up the house, fairly and equally so that they all agree to the terms?

#### **1.2.5 Scribal school traditions: recording of the division agreement**

- What was the influence and extent of scribal school education and traditions in the recordings of the agreement by the scribe?
- Were there patterns of scribal school traditions regarding a city-state, or random approaches to draw up an agreement, irrespective of form and style, with no or less influence from the scribe's scribal school training, except for the scribe's ability to record the agreement on a clay tablet?
- Were there differences and/or similarities in the scribal school traditions across the city states that are evident in the scribe's idiosyncratic style of recording? This includes, for example: the traditional practices, the influences of the school regarding the description of the agreed terms, emotional expressions, the scribe's focus on detail, etc.

### **1.2.6 Comparison of different division agreements in Old Babylonian Larsa, Sippar and Nippur (new perspectives?)**

When looking at a content analysis using a typologically-designed methodology regarding the agreement between the said city-states, it raises the following questions:

- Were there specific procedures involved in each city-state?
- Did each city-state exhibit differences regarding its choice of legal practices?
- Were there common characteristics present, regarding the implementation of these legal practices?
- Were there some influences and visibility of the multi-sensory communication and symbolic acts in the recorded division agreements?
- Were there in Larsa, Nippur and Sippar differences in their general philosophical outlook:
  - some form of creativeness in problem-solving,
  - or traditional and procedural approaches in the problem-solving of the division of communal shared inheritance?
- Regarding the management of the division: were there regional differences in the contractual parties' actions in the division?
- What can these differences and similarities in a comparison study show us in the final conclusive results about the division and even about the way of doing things regarding a division agreement in the chosen Old Babylonian city-states?

### **1.3 HYPOTHESIS**

In the ancient Near East, more specifically in Old Babylonian Nippur, Larsa and Sippar, the division agreement is identified in the legal cuneiform corpus and considered by scholars as an agreement between beneficiaries/heirs. Nevertheless, there seems to be more to this agreement. It appears to be a complex legal notion encompassing intrinsic components, including a unique organisation of division processes and mechanisms. Therefore, it needs to be re-examined, to show in a content analysis using a typologically comparison study new perspectives regarding the parties involved, in their management of practical problems, implementation of chosen law practices, and influence by scribal school traditions.

The process of the conclusion of a division agreement starts when a benefactor, the estate

owner, dies and his family members, as a rule of succession tradition, inherit their inheritance. This inheritance was bequeathed to a group of beneficiaries or heirs, who became co-beneficiaries regarding a part or the whole of the deceased's estate assets. The beneficiary, in his capacity as co-beneficiary, has certain rights and obligations regarding his/her share in the inheritance. The beneficiaries as a group were allowed by mutual agreement to use, transfer or forfeit their inheritance shares.

Subsequently, there was a second stage, in the period after the transfer of the inherited shares to the beneficiaries, and before the conclusion of the division agreement. In the second stage, the beneficiaries enjoyed co-ownership of the communally-shared, inherited assets. As co-owners they mutually agreed to manage, use and contribute to costs of maintenance, regarding the communally-shared inheritance. Each has an entitlement to a pro-rata share of the income from the communally-shared inheritance. One must bear in mind that the beneficiaries, now co-owners, were related to one another in a kinship group, either by biological or contractual connection – normally as siblings. During this stage, if they disagreed, it could have affected their family relationship with each other. Consequently, if the co-owners at any given stage wished to discontinue their involvement in the communally-shared inheritance, they have one solution as an option: namely, the conclusion of a division agreement.

In this third stage, during contractual negotiations to conclude the division agreement, the co-owners acted as contractual parties. Through lengthy discussions, they needed to agree to contractual terms that benefited them all, achieving a fair and equitable deal for each one.

Consequently, to escape the perils of co-ownership, the co-owners decided by oral agreement and through negotiations to “trade” their rights in the inherited assets to a certain extent. Potentially, by choice between beneficiaries in one agreement, at least one or some of all three legal constructions occurred: namely, a sale, exchange and donation. These different constructions reflected the uniqueness of the solutions of each agreement and served to a certain extent as indicators of the specific legal practices of a certain city-state, and the special circumstances of each family involved.

It seems that, apart from this agreement, there were other types of division agreements found in the dissolution of partnerships, living estate owners' estates and *quasi*-adoption agreements. *Prima facie*, they function as the same type of agreement, as all of these types of

agreements have one characteristic in common: namely, the dissolution of co-ownership. However, they have different mechanisms and final additional purposes to achieve.

Furthermore, during this division process of negotiations and final agreement, there appeared legal practices defining the practical procedures taken to divide the communally-shared inheritance. These legal practices further assisted in regulating the actions of division, outlining the formalities, implementation and enforcement of the agreement, including conditions and provisions, which the contractual parties deemed necessary. The legal practices' differences and similarities, if any, in the practising of the legal traditions in each city-state in isolation and across the three city-states of Larsa, Nippur and Sippar, are examined and outlined.

Additionally, these legal rules and practices have to be understood against the background of the characteristics of ancient Near Eastern legal traditions. These characteristics served as a reflection and influence on the mechanisms and solutions of Old Babylonian family deceased division agreements, as a consensual agreement between contractual parties, and gave some insight into the concept of inheritance law tradition and co-ownership.

Also, recognition is given to the fact that, in the conclusion of the agreement, a human component was present: the parties had to agree to the division of the communally-shared assets, though as co-owners in stage two they could not manage to work together. Now in the third stage, as contractual parties, they were required to work together, finding a way to agree mutually how to divide the communally-shared assets into economically-viable pieces of sole ownership. Hence, sole ownership regarding the awarded assets was assigned to the receiver contractual party, while the other contractual parties alienated their once co-owned assets to the receiver contractual party. Nevertheless, the communally-held inheritance might consist of estate assets with sentimental and monetary value, which needed to be alienated, to receive other asset/s in sole ownership. These estate assets normally consisted of fields, gardens, houses and/or some moveable property. Agricultural and architectural factors and elements, together with the family situation, might play a role in influencing the contractual parties to devise the division.

When the contractual parties finally agreed to the terms, the chosen agreed terms and details of the contractual parties, or in some cases only one contractual party, regarding the agreed



oral family deceased division agreement may be recorded on a clay tablet as documentary evidence. The significance of recorded Old Babylonian division agreements in the scribal school traditions and the schools' practical functions, are explored. However, the greater part of the oral division agreement pertaining to the background and minute details were not reflected on the clay tablet; the recording reflected only the scribe's own idiosyncratic style, and which agreed terms and details he/she chose to be captured on a clay tablet.

In studying the forty-six division agreements, problems need to be overcome regarding the interpretation of the clay tablet texts with regard to their intrinsic details. It seems there were some unique law practices and scribal school traditions in relation to a particular city-state, as well as between city-states, reflecting different formalities, implementation and enforcement in the conclusion of agreements.

Consequently, it seems that the recorded details and interpretations regarding the forty-six division agreements reflect the meaning and consequences of the agreement as a successful, timeless, estate administration tool. It is shown that the essence of the division agreement was to find a practical solution for beneficiaries in a deceased estate, in order to avert undesirable consequences and situations of co-ownership resulting from a common inheritance property, and to be able to reap the benefits of sole ownership.

## 1.4 SOURCES

The study revolves mainly around a content analysis of the preserved, written and recorded division agreements in the three city-states mentioned. This is a study of the primary text sources in order to reach quantitative and qualitative conclusions. In addition, a literature review of books and journal articles is undertaken to corroborate and explain aspects of the family deceased division agreements in the introductory section and in certain parts of the core section.

### 1.4.1 Primary sources

The comparative study is typological<sup>8</sup> and division agreement texts in Larsa: Charpin (1980)

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<sup>8</sup> "The biblical and/or ancient Near Eastern comparative scholar applying the typological approach uses evidence from one culture for illuminating another culture and understanding it better, or for demonstrating certain institutions and underlining certain beliefs and principles" (Malul 1990:17). Cf. Malul (1990) regarding

and Andersson (2008); Nippur: O’Callaghan (1954), Chiera (1922), Hilprecht (1909), Stone & Owen (1991); and Sippar: Schorr (1913), Dekiere (1994a, 1994b, 1995), Goetze (1957), Pinches (1888) and Duncan (1914) are compared in terms of the “analysis-model” design to place the different components of each agreement into categories for analysis.

Forty-six chosen division agreements of Larsa, Nippur and Sippar originate from different Old Babylonian time-periods. Larsa consists of ten chosen division agreements from the Larsa Dynasty during the reigns of Rīm-Sîn I, Rīm-Sîn II until the First Dynasty of Babylon during the reigns of Ḫammu-rāpi and Samsu-iluna. Nippur’s ten division agreements include the First Dynasty of Isin under the reign of Damiq-ilīšu, the Larsa Dynasty from Sin-iqišam, Rīm-Sîn I, Rīm-Sîn II and the First Dynasty of Babylon during the reign of Samsu-iluna. Lastly, twenty-six division agreements deriving from Old Babylonian Sippar are discussed, and include the time-period of the Larsa Dynasty during the reign of Sîn-iddinam and the greater part of texts in the First Dynasty of Babylon during the reigns of Apīl-Sîn, Sîn-muballiṭ, Ḫammu-rāpi, Samsu-iluna and Ammī-šaduqa.<sup>9</sup>

#### 1.4.2 Secondary sources

For the terminology<sup>10</sup> of the division agreements, the lexicons of Sjöberg (1984); PSD; CAD and Black, George & Postgate (1999) are used. Some secondary literature and scholarly contributions are provided, such as Duncan (1914); Magnetti (1979); Porter (2002); Mendelsohn (1959); Frymer-Kensky (1981); Postgate (1992); Harris (1992); Leemans (1954); Moldenke (1893); Westbrook (1991) and Schorr (1913).

In the background study of Old Babylonian life pertaining to family deceased division agreements, secondary literature is used.<sup>11</sup> References to scholars regarding the general topics

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the typological *versus* historical approach.

<sup>9</sup> All of the kings’ names are based on the font style used by Frayne (1990). In Chapter 7 of Part B, the text agreements reflected in Part C regarding Larsa, Nippur and Sippar are discussed and compared for each city-state. The same primary texts are used in Chapter 8 as a geographical comparison for city-states versus city-states, followed by the final conclusion. Part C serves as a reference. The dates of the reigns of the kings are reflected in Addendum. For ease of reference the dates are as follows: For ease of reference the dates are as follows: Ammī-šaduqa (1646-1626), Damiq-ilīšu (1816-1794) Rīm-Sîn I (1822-1763), Rīm-Sîn II (1741-1740), Ḫammu-rāpi (1792-1750), Samsu-iluna (1749-1712), Sîn-muballiṭ (1812-1793), Sin-iqišam (1840-1836) and Sîn-iddinam (1849-1843).

<sup>10</sup> Core section of the thesis, Part B in Chapter 6.

<sup>11</sup> Supporting Part B (the core section) and Part C (the reference section), the introductory section, Part A, consisting of Chapters 2-4, offers a background study of old Babylonian life pertaining to family deceased division agreements.

of discussion in the different chapters are made in footnotes. Emphasis is placed on the characteristics of ancient Mesopotamian law traditions, the agricultural and architectural life and landscape, as well as the scribal traditions.

Regarding characteristics of ancient Mesopotamian law traditions, scholars' views of the different aspects of law traditions are outlined.<sup>12</sup> Characteristics of ancient Mesopotamian traditions discussed are (1) non-specialisation, (2) religious impact, (3) kingship and institutional enforcement, (4) group or social orientation, (5) the concrete nature of legal acts, (6) the *status quo*/static nature of law traditions and (7) openness.

With regard to (1) non-specialisation, references are made to Myburgh (1985) and Hibbits (1992). With regard to (2) religious impact, scholarly contributions include Sassoon (2001); Nel (1994); Zaccagnini (1994); Price (1932); Boecker (1980) and Lemche (1979). Kingship and institutional enforcement (3) is discussed by Postgate (1992). As far as group or social orientation (4) is concerned, contributions by Frymer-Kensky (1981); Leemans (1954); Forster (1995) and Fleishman (2001) are outlined. As regards (5) the concrete nature of legal acts, scholars such as Hibbits (1992); Smith & Weisstub (1983); Malul (1988); Kruger (1998) and Sassoon (2001) are discussed. With respect to (6) the *status quo*/static nature of law traditions, scholars' viewpoints are divergent, and include Westbrook's (1994) scientific treatise-theory and Renger's (1979) *Rechtskreis*-theory, supporting the *status quo*/static presence in ancient Mesopotamian law traditions. Commentaries to Westbrook's viewpoints are outlined by scholars such as Greengus (1994); Buss (1994); Levinson (1994); Lafont (1994); Matthews (1994) and Patrick (1994). Lastly, (7) openness is discussed with reference to Veenhof (2003) and Gelb (1948).

Concerning agricultural and architectural landscape and city life,<sup>13</sup> secondary literature is presented by Liverani (1996); Harris (1963) (1975); Leick (2001); Gruber (1948); Flannery (1965); Oats (1990) and Van de Mieroop (1997). Stone & Stone (1981); Stone (1987); O'Callaghan (1954); Charpin (1980) and Schorr (1913) explain examples of family division agreements.

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<sup>12</sup> This is discussed in Chapter 2.

<sup>13</sup> Chapter 3.

In the study of scribal traditions,<sup>14</sup> secondary sources of scholars on the physical tablets and typology and the archaeological evidence apply Robson's (2001) categorisation, namely: the traditional studies of scribal training; the recent focus. Kramer (1962); Lukas (1979); Driver & Miles (1952); Pearce (1995); Meier (1991); Falkenstein (1953) and Sjöberg (1976) outline the traditional studies of the school life. The studies of scribal schools by Tinney (1998, 1999); Veldhuis (1997; 1997-98; 2000); Delnero (2010) and Gesche (2000) are described. These scholars focus on physical tablets and not on the texts. Various contributions present archaeological evidence. Robson (2001) discusses scribal training in Nippur; Charpin (1986) and Brusasco (1999-2000) discuss scribal training in Ur; Delnero (2010) investigates the archaeological evidence for scribal education in the Mesopotamian cities of Isin, Kish, Babylon, and Uruk; Tanret (2002) studies the gala-mah's house in Sippar Ammānum; and Stone (1987) studies certain houses and scribal activities in Nippur.

## 1.5 METHODOLOGY

In the methodology chapter, the different methodological approaches of scholars such as Goetze (1949); Bottéro (1992); Westbrook (1995); Roth (2001); Jackson (1980); Malul (1988), (1990) and Hibbits (1992) serve as a background for the newly-developed methodology, namely the analysis-model.<sup>15</sup>

In order to study the details, mechanisms and solutions of a *prima facie* family deceased division agreement, a specific methodological approach needed to be chosen and devised. An analysis-model serves as a simplification in the analysis of such agreements, for a specific methodology is needed to capture this complex legal notion, and then by a typological comparison compare the forty-six division agreements.<sup>16</sup>

The developed content analysis<sup>17</sup> of the family deceased division agreements of Old Babylonian Larsa, Nippur and Sippar systematically divides the agreement into groups that have in common a number of obligatory, essential elements, but that differ in respect of natural and incidental elements.<sup>18</sup> The researcher provides an outline of this model's

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<sup>14</sup> Chapter 4.

<sup>15</sup> As discussed in Chapter 5, the analysis-method.

<sup>16</sup> Part B, Chapters 6-8, provide an exposition of the analysis-method and comparison study of the forty-six chosen division agreements.

<sup>17</sup> This method is coined an "analysis-model".

<sup>18</sup> Van der Merwe (2007:282-285) discusses present-day contract law definition and application of the

categories and sub-categories. Reasons for the development of the analysis-model – which focuses specifically on family deceased division agreements rather than on other types of division agreements – are furnished from division texts, as well as the relevant discussions of Stone & Owen (1991), Chiera (1922) and Duncan (1914).

The essential or obligatory elements are the framework and qualification requirements for a family deceased division agreement. Within this framework the concepts, terms and elements of the agreement are categorised as natural and incidental elements. Obligatory or essential elements are the following:

1. Family connection: There exists a family and kinship connection between the beneficiaries and the estate owner, then in their capacity as co-owners and finally in their capacity as contractual parties in the conclusion of the agreement.
2. Deceased estate owner: The estate owner left at the time of his death some or all of his estate assets to more than one beneficiary. A division agreement can be set in place only if there is a deceased estate owner and more than one beneficiary.
3. Estate assets: The estate assets are the deceased estate owner's assets. With the devolvement of assets to the beneficiaries, they will become co-owners of the deceased owner's assets. These estate assets can consist of houses, fields, or moveable property, and include the whole of the estate or part thereof. In some instances assets, excluding the deceased estate assets, belonging to the beneficiaries/co-owners from their personal estates, may be brought in to assist with an equalisation or re-shuffling of the bequeathed communally-shared property.
4. Mutual consent: All the co-owners/contractual parties reach a consensus regarding the

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named *essentialia*, *naturalia* and *incidentalia*. These elements are used today “to achieve certainty and economy of concepts”, and date back to the Middle Ages (Van der Merwe 2007:282). *Essentialia* is essential to the “classification of a contract belonging to a particular class of contract” (Van der Merwe 2007:282). It is not required to validate any contract and may be another contract with the absence of some of the essential elements (Van der Merwe 2007:282-283). The *naturalia* “help to determine the rights and duties of contracting parties and the effects and consequences of their contracts” (Van der Merwe 2007:283). The *incidentalia* are “special requirements” in addition to *essentialia* and *naturalia* (Van der Merwe 2007:284). Thus, these are supplementary or additional terms to the contract (van der Merwe 2007:284). In this study the *essentialia*, *naturalia* and *incidentalia* terms are not used, however in a certain extent, according to their implicit meaning or intention in the South African law context.

reshuffling of the deceased estate assets for the contract to be legally binding.

5. *Raison d'être*: There exists a reason for the conclusion of a division agreement. The general solutions to absolve the problems with co-ownership normally entail a typical sale, donation or exchange.

Apart from the obligatory or essential elements and consequences deriving from a division agreement, there are legal practices forming part of an oral division contract – the named natural elements. These are set forth by contractual parties *via* a recorded agreement in accordance with different law traditions. The natural elements will vary from city-state to city-state, with the occurrence of some small variations within a city-state. The legal practices identified as reflected in the clay tablet, were as follows: adoption / support, bringing in / equal shares, division by lots, “heart is satisfied”, “as much as there is” / completely divided / “from straw to gold”, no claim, oath in temple / oath, preference portion, sanction clause, trust (trustee), usufruct and witnesses.

Incidental elements reflect the scribe's style and scribal traditions (written formalities), as well as the qualities of the recorded division text on a clay tablet. These categories of incidental elements were placed under two categories: firstly, the written formalities, which include names of contractual parties, birth order, and description of assets (thorough description, value), special legal terms, sanction clause (type), oath clause (regarding specific king / god) and witnesses (regarding names, rank / family standing). Then the second category regards the investigation of the qualities that can further be identified in each division agreement, namely: language, location of text, tablet's condition, copies, date formula, impressions of seals and the rhythmic sequence / special style reflecting a scribal school tradition within a certain city-state.

Accordingly, the chosen forty-six agreements in each city-state, Larsa, Nippur and Sippar, are studied by means of a content analysis and then compared, using Malul's (1990:13) typological comparison approach. Each city-state's philosophy and styles of management of the division of the communal property, as well as scribal school traditions, are investigated and compared regarding the agreement's implementation in society, and in particular

regarding the contractual parties.<sup>19</sup> Thereafter, in addition to this study, a typological comparison of city-state versus city-state follows.<sup>20</sup>

Thus, the analysis-model, with a typological comparison, is an attempt to simplify the analysis of the different components and details of the agreement and to provide a reflection on the legal practices and scribal traditions in the family deceased division agreements of Old Babylonian Larsa, Sippar and Nippur.

## 1.6 DELINEATION OF STUDY

The study of the division agreements is confined to family deceased estate division agreements in the Old Babylonian city-states of Larsa, Nippur and Sippar. There are division agreements from other city-states such as Ur, Babylon and Tell Harmal. However, due to limitations of the scope of the thesis, only some chosen division agreements from Nippur, Sippar and Larsa are investigated.

In a content analysis of division agreements found in the Old Babylonian period, emphasis is placed mainly on primary textual sources.<sup>21</sup> Forty-six division agreements were chosen from a corpus of division agreements, of which many of the clay tablets are damaged and some division agreements of this corpus need to be transliterated.

One problem, however, stems from the limitations of the cuneiform scripts. Clay tablets are mainly found in Old Babylonian houses as private documents and/or scribal documents. This results in interpretational problems, because in present-day legal systems jurists are in the privileged position of the named rule of law, embodied in vast legal *corpora* of legislation and reported court cases. Unfortunately, no legal *corpora* existed in Old Babylonia. Westbrook (2003:13) explains that the following difficulties with sources may be encountered:

We must also recognize that the document in which the source is now found would not necessarily have played the same role as in modern law and may not have been identical with the authoritative source itself.

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<sup>19</sup> Chapter 7.

<sup>20</sup> Chapter 8.

<sup>21</sup> Some of the named cuneiform collections are mentioned; however, the researcher does not consider these as legal *corpora* or legislation, but only as having some literary value. Cf. discussion in Claassens (2010).

Today we resort to written and unwritten sources to gain some insight into Old Babylonian law traditions. It is common knowledge that textual sources in Old Babylonia are few in number in certain periods, while vast quantities are found in others. However, even if there are large numbers of cuneiform scripts, the disadvantage still lies in the fact that written records are only a reflection of a specific family under certain circumstances and cannot represent the common law tradition of any given time or place. In every case, there are explicit and/or implicit special family circumstances that play a role, but unfortunately, in most of the cases, these are not shown in the written contract. This means that all conclusions are drawn from the primary records that could be found. It is anticipated that the quantity will warrant some form of quality that will correctly assist the researcher in her final conclusions.

Although there are some historical (chronological) connections between Larsa, Nippur and Sippar, the focus of the thesis is a typological study; in other words, this thesis gives priority to typological rather than historical comparison. In Appendix H, a synoptic chronological outline is provided and some references are made in the core section regarding an historical connection, only to substantiate the typological comparison. In Appendix K, some remarks are made regarding the collective consciousness or legal transplant of the division agreement from the ancient Near East to present-day law systems. With further studies and discoveries of more cuneiform division agreements, there could be a possibility of substantiating such an historical connection between the ancient past and the present.

## 1.7 FRAMEWORK OF THESIS

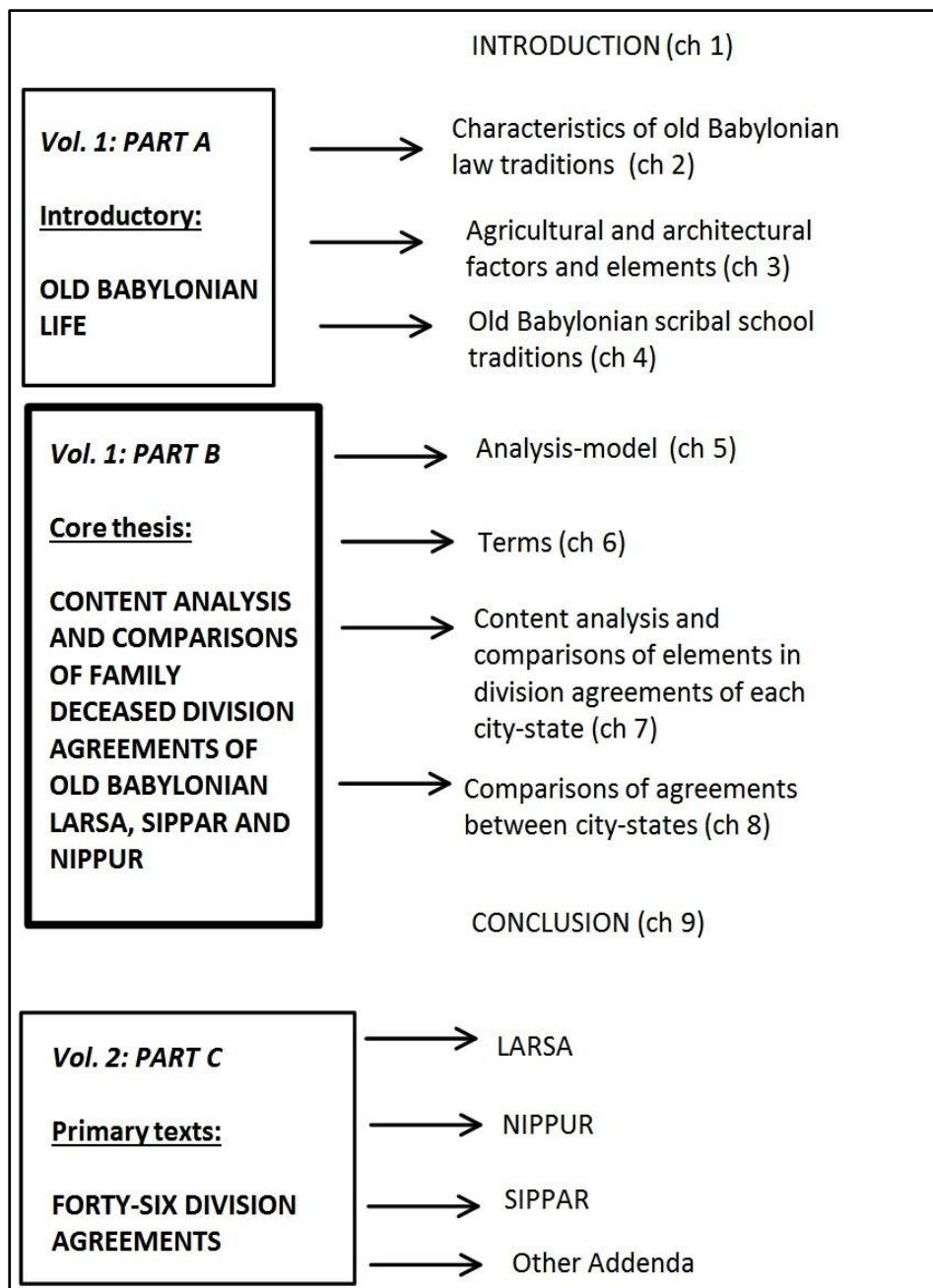
The thesis is divided into two volumes.

In Volume One, the thesis is split into two parts, consisting of an introductory part (Part A) and a core part (Part B). Parts A and B are preceded by a Prologue, giving the reader an overview of the chapters in the parts, and followed by a Conclusion.

Volume Two serves as a Reference Section (Part C) and consists of Addenda to the thesis.

See (*infra*) the schematic outline of the thesis.





**Figure 1 Framework of thesis**

Volume One:

In Part A, the introductory part is split into three chapters, namely Chapters 2, 3 and 4. These chapters outline certain aspects of Old Babylonian life regarding family deceased division agreements. The purpose of this part is to furnish an introductory view of the Old Babylonian division agreement discussed in Part B, the core section, and referred to in Part C, the reference section.

In Chapter 2 the Old Babylonian law tradition is presented in terms of its characteristics,

providing perspectives regarding the division agreement as a contract, as well as mentioning inheritance factors involved in a family deceased division agreement. Some of the characteristics of ancient Mesopotamian law traditions in general are outlined, in order to shed light on the workings and mechanisms of the Old Babylonian division agreements in particular. These characteristics do not form a *numerus clausus* and serve as a reflection of the different dimensions of ancient Mesopotamian law traditions.

In Chapter 3 practical methods in the division of deceased estates are outlined, reflecting agricultural and architectural elements regarding the division of fields, gardens and houses, and other assets whereby different ingenious solutions are used in the division of communally-held assets.

Chapter 4 explains the legal significance of the written division agreements. Our present understanding of the written medium cannot be applied to the written recordings of Old Babylonia, since Babylonia, as well as the ancient Near East in general, was a predominantly pre-literate society. This necessitates a reorientation of the meaning and understanding of the written word, so as not to superimpose present-day frame of mind in the study of written legal recordings in Old Babylonian life.

Part B, the core section, consists of Chapters 5, 6, 7 and 8. Family deceased division agreements, a complex legal notion used in Old Babylonian life and the methodology of this thesis is explained, secondly regarding the agreements' terms/terminology; followed by a typological comparison of the three city-states by way of a content analysis. The chapter contents are as follows:

Chapter 5 describes and explains the specific methodology and special design structure devised to manage a content analysis of the family deceased division agreements. The aim and purpose of the analysis-model is a simplification in the analysis of such agreements.

Chapter 6 explains the different terms, special words and terminology in Old Babylonian family deceased division agreements. The scribe inscribes the agreed details of the agreement on a tablet in his own idiosyncratic style and according to the practices of the scribe's scribal school training. Some of these terms, special words and terminology are identified and discussed in this chapter to assist in gaining a better understanding of their meaning employed

in the texts in Part C. The purpose is to provide a synoptic understanding of its grammatical content, mainly found in the different lexicons and, to a lesser extent, in secondary literature.

In Chapters 7 and 8, the forty-six family deceased division agreements from Old Babylonian Larsa, Sippar and Nippur are studied by means of a content analysis and compared, first, internally, that is, within each city-state in isolation (Ch. 7), and second, externally, that is, across the three city-states (Ch. 8).

Chapter 9, the concluding chapter, presents the main findings, a summary of contributions and possibilities for further study.

Volume Two:

Part C consists of a reference section that contains the primary sources of the forty-six family deceased division agreement texts. This section presents the translations, transcriptions, schematic family outline, schematic outline of the awarded assets, categories outlined in table format, and sometimes plates and envelopes found. This is followed by an appendix containing the index of the contractual parties' relationship to each other and to the deceased owner (deceased family member).

Lastly in Part C, the other Addenda include the following: Appendix E, a glossary of names and terms; Appendix F, an outline of the kings' list; Appendix G, a methodology outline of different city-states: rhythm sequence; Appendix H, a schematic outline of the geographical and chronological distribution; Appendix I, a table outline of type of contractual parties and estate owners in texts; Appendix J, a map of the Old Babylonian region, and Appendix K, legal transplants versus universal applications of division agreements.

Additionally, throughout the thesis, tables and schematic outlines, especially in the core section of the thesis, serve as visual and conceptual aids to substantiate and illustrate the intrinsic details and facts of the discussions pertaining to the agreements, in an ordered overview.

## **PART A**

### **INTRODUCTORY SECTION: ASPECTS OF OLD BABYLONIAN LIFE**

#### **PROLOGUE**

Part A is an introductory section reflecting some aspects of Old Babylonian life as background to the discussion and comparison in Part B of the forty-six division agreements studied. Some reference is made to ancient Mesopotamia and, to a lesser extent, to the ancient Near East. The Old Babylonian period ca. 2000-1600 BCE takes us to ancient Mesopotamia; which is part of the ancient Near East. Reference is made to these areas to reflect a general overview of some aspects of ancient Mesopotamian and ancient Near Eastern life, which are similar to Old Babylonian life.

In Part A, Chapter 2, the characteristics of Old Babylonian legal traditions are synoptically outlined, to furnish some insight into Part B, where the core section discusses Old Babylonian legal division agreements regarding aspects such as inheritance, co-ownership and contract legal tradition.

In Part A, Chapter 3, a discussion follows on Old Babylonian city life and landscape elements with reference to their possible influence on and practical consequences for division agreements, showing how and why contractual parties foresee and overcome practical problems in altering co-ownership to sole ownership.

In the last chapter of Part A, Chapter 4 special attention is accorded to Old Babylonian scribal school traditions and the relevance and meaning of written recordings on objects. This serves as a background to the significance of recorded Old Babylonian division agreements in the scribal school traditions of the said city-states.



# **PART A**

## **ASPECTS OF OLD BABYLONIAN LIFE**

### **CHAPTER TWO**

#### **CHARACTERISTICS OF ANCIENT MESOPOTAMIAN (OLD BABYLONIAN) LEGAL TRADITIONS**

*“We need to reinterpret some of the legal transactions we have encountered. In synesthetic performance cultures, all legal acts we would associate with one sense may be understood to also exist in another sensory dimension”*

*(Hibbits 1992:950).*

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The cuneiform legal written sources were a recording of the performance of multi-sensory communication acts with strong symbolic undertones. Unfortunately, we encounter the limited availability of the recordings (sources) of ancient Mesopotamian legal traditions today. In addition, our interpretation of these sources is limited and obscured by our own conscious and unconscious bias in the study of cuneiform legal recordings. Some of the characteristics of ancient Mesopotamian legal traditions in general are outlined towards a better understanding of ancient Mesopotamian legal traditions and the workings and mechanisms of the Old Babylonian division agreements. These characteristics do not form a *numerus clausus* and serve as a reflection of the different dimensions of ancient Mesopotamian legal traditions.

#### **2.1 INTRODUCTION**

The ancient Near East is widely recognised as the cradle of civilisation; ancient Mesopotamians as a geographical and cultural group were, as early as 3000 BCE, intellectually involved in legal issues from which many aspects of present-day law were derived. The family deceased division agreements examined in this thesis were derived from the Old Babylonian period, which scholars today recognise as the Mesopotamian period around 2000-1600 BCE, from which thousands of textual sources were excavated, some being

deciphered, translated and discussed in the past century. Accepted by some ancient law jurists, but not necessarily by lay people, the ancient Near East is “home to the world’s oldest known law” (Westbrook 2003:1; Veenhof 2003:137) and the ancestor “of the two great present-day Western legal systems, the Common Law and the Civil Law” (Westbrook 2003:1). The legal traditions of the ancient Near East (including Mesopotamia) are, as Westbrook (2003:2) states: “...the product of many societies, with different languages and cultures, that flourished, declined, and were replaced by others over the course of thousands of years”.

In this chapter, the sources of Mesopotamian legal traditions in general are given, followed by an outline of the problems experienced in the interpretation of sources by today’s scholars of Old Babylonian legal traditions, as part of the ancient Mesopotamian and ancient Near Eastern legal traditions. These interpretational problems are reflected in the examination of some aspects of the characteristics of Old Babylonian legal traditions and of ancient Mesopotamia (ancient Near East), in general. Through this examination, it is evident that ancient Mesopotamian legal traditions differ largely from present-day law, so that scholars may easily misunderstand and misread recorded division agreements, consciously or unconsciously, while keeping today’s legal framework in mind.

The characteristics of ancient Mesopotamian legal traditions serve as a background to the mechanisms and solutions of Old Babylonian family deceased division agreements, as a consensual agreement between contractual parties, including the concept of inheritance law tradition and co-ownership, as reflected in Part B, the core section of the thesis. The characteristics do not form a *numerus clausus* for ancient Mesopotamia (or ancient Near Eastern) legal traditions. The characteristics which are outlined are non-specialisation, religious impact, kingship and institutional enforcement, group or social orientation, concrete nature of legal acts, *status quo*/static nature of legal traditions, as well as openness.

## 2.2 SOURCES OF PERFORMATIVE LEGAL TRADITIONS

Ancient Mesopotamian documents survived in enormous quantities because of the indestructible nature of the dried and baked clay and are still being excavated, deciphered, translated and examined by scholars of the ancient Near East. The greatest numbers of these documents deal with economic issues, sales of lands and school loans. There are also royal

inscriptions (kings' military campaigns and building projects), historical inscriptions, despatches, private and general letters, myths, proverbs, practice tablets, as well as mathematical, astronomical and other scientific texts. In addition there are a variety of legal sources such as a selection of deeds, conveyances, bonds, receipts, accounts and legal decisions, which we call contracts, decrees, instructions, judicial decisions or court judgements, lexical texts, transactional records, historiographical documents and literature (Westbrook 2003:5-6; Veenhof 2003:142-143). In the Old Babylonian period, one source, named "law collections", plays a significant role in many present-day scholars' perceptions and discussions of the "source" of legal traditions. In the past decades, much debate has been going on over the function of these law collections.<sup>22</sup>

Many of the vast numbers of documents of a legal nature still need to be transcribed and/or translated and discussed. Unfortunately the uneven distribution of these documents over time and place, as well as the today's inadequate value placed on the written word in marginally literate Mesopotamian societies resulted in a distorted perspective on the survey of Mesopotamian and even ancient Near Eastern legal systems, gained from the study of the different available sources.

In the early study of ancient Near Eastern legal traditions, Diamond (1935:3-5) points out those three sources available for the study of early legal traditions, namely:

- skilled and accurate observations of authors of the life and laws of ancient people;
- written ancient compilations, commonly referred to as "codes" (law collections); and
- other legal documents, especially legal transactions.

Westbrook (2003:4) in his study of ancient Near Eastern legal traditions, refers to the term "source" which has a specific meaning in a historical and legal sense, better defined as "historical records and as legal authority". The first phrase refers to written records, which in turn serve as "evidence of legal rules and institutions", while the second refers to written and unwritten norms derived from court decisions. The validity of both of these views is tested from different perspectives: the test of the historical point of view is its credibility and that of

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<sup>22</sup> Cf. discussions and outlines of the function and place of law codes/collections or cuneiform collections of ancient Mesopotamia in Claassens (2010). Throughout the thesis, the term "law collections" is used, however the term "cuneiform collections" is preferable. For convenience, due to the general practice by scholars to use the word "law" in the description-term, the term "law collections" is used.



the “jurisprudential” point of view its “authoritativeness” (Westbrook 2003:4).

The historical records in Mesopotamian legal traditions are not what we can call extensive for there are different sources that verify the abundance of Mesopotamian legal traditions for certain time-periods, whereas in other periods there is an almost entire lack. These documents are to be found mainly in the Old Babylonian and Neo-Babylonian/Persian period (Westbrook 2003:5). The test for validity in historical documents is credibility. The criterion for testing is twofold, namely “direct or indirect evidence of legal norms” and “the self-consciousness with which a source presents the law” (Westbrook 2003:6). The evidence of legal norms should be viewed carefully for it could be a biased representation of the facts, and as Westbrook (2003:6) opines: “the more incidental a value judgment of law in question is to the purpose of the source, the less it is likely to be biased in its report”.

Furthermore, from a philosophical stance the origins of legal traditions are speculative in the discussion of different subject matters, and in general ancient Near Eastern, Mesopotamian, and more specifically Old Babylonian legal traditions (Westbrook 2003:1).

Westbrook (2003:1) optimistically remarks that with the advent of writing the legal traditions of our ancestors finally gave present-day historians and jurists some glimpse of their administration of justice. Today it seems that the written word embodied in different kinds of ancient documents, is unfortunately the only evidence of ancient peoples’ legal institutions and administration (Westbrook 2003:1).

Veenhof (2003:135) refers to Mesopotamian civilisation including its legal traditions as “dead” since all that remain are recordings, and no continuous oral traditions exist. Scholars such as Veenhof (2003:138) consider the Old Babylonian period as useful for providing a valuable insight into legal traditions due to the vast variety of different transactions recorded.<sup>23</sup> Throughout the ancient Near East, especially from the Old Babylonian period there are vast amounts of legal documents and/or records excavated, of which many still have to be transcribed and/or translated. Many of these consist of private transactions between individuals. These documents do not convey any literate or ideological sentiments; therefore, they can be considered a reliable source of Mesopotamian legal traditions, although it is only

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<sup>23</sup> Cf. Roth (1995); Westbrook (2003); etc.

a small portion or reflection of the legal practices (Westbrook 2003:11). However, Malul (1988:449–450) remarks how one needs to bear in mind that the functional goal of written documents was only to capture the most important details of the agreement. Furthermore, the symbolic act or the ceremonial details at least were not always pertinent in the documents, but this does not mean that these acts needed to be written to have any effect or value; they played a vital role in the performance of the legal traditions regardless (Malul 1988:449).

## 2.3 PROBLEMS WITH INTERPRETATION OF RECORDED LEGAL TRADITIONS TEXTS

In this thesis, forty-six chosen division agreements are analysed, to contribute and explore the phenomenon what the legal experience may have hold for the Old Babylonians. However, the relevance and interpretation of written sources/documents take place through three “filters”, the first being recording – because not everything is recorded. Through archaeological excavations, we in fact discover the rubbish bins of ancient Babylonians. The second filter is conservation, and here it is uncertain what survived through ages of erosion and human intervention. The third is discovery, regarding the importance of the quality and quantity of excavations, as well as the success rates of archaeologists and their teams, as so many sites needed to be excavated and explored (Bottéro 2001:24).

Apart from the normal limitations of these three filters, we also examine the three dimensional cuneiform artefact (Hameeuw & Willems 2011:165) with its unique interpretational problems when investigating written records regarding their recording, conservation and discovery (Bottéro 2001:24).

In addition, Mesopotamia (and other nations of the ancient Near East) offers us “a variety of practices that offend present-day sensibilities — slavery, polygamy, and (with the qualified exception of Israel) polytheism” (Ellickson & Thorland 1995:328). Thus a society different from ours can easily be misunderstood. Roth (1998) advocates the re-examination of social categories. She points out those social categories are accepted without study and re-examines their context and the context of present-day understanding of social categories. We have our own assumptions and we need to uncover and re-examine them (Roth 1998:175). Roth (1998; 1987) gives an extensive explanation in her examination of social categories and provides reasons for the interpretational problems in legal texts and other documents regarding social

factors and categories. For instance, considering age as a factor, a person moves through different stages ranging from that of a baby, child, puberty, early adulthood, middle age and old age; by means of these stages a person is placed in different categories of status within a society. Age is one of the factors through which a person functions in society, within certain expectations of the role such person plays in society. Other factors are gender, kinship relations, economic and social class. Roth argues that in some cultures these stages were not strictly determined by chronological age. Also important are the rituals and ceremonies that provide a clear indication of a person's social roles and expectations of him/her in a society (Roth 1998:717).

Additionally, in the ancient Near East, the named "written law" in the present-day perception of law did not exist (Lemche 1995:1696,1714). Boecker (1980) advocates an avoidance of using terms from present-day law, interpreting ancient texts in this light. It is important to remember that when using legal terminology it seldom has precisely the same meaning when applied in the study of ancient Mesopotamian legal traditions sources (Boecker 1980:18). Even the simplest of words and terms can lead to mistakes for we can be tempted to read our own ideas into them (Boecker 1980:18). Boecker (1980:18-19) gives an example of the word "widow" which in present-day meaning is defined as a woman who was the spouse of her deceased husband. The concept of a widow in ancient Mesopotamian legal traditions is not confined to family life. If a widow returned to the house of her parents then she was no longer regarded as a widow. Only a woman who remains independent of a family and takes no share of the family property is considered a widow. In general the ancient Babylonian language contained neither an equivalent for the present-day word "law" nor the phrase to "observe the law" or "sentenced according to section x of law y". Regarding the terms "law", "book of laws", "lawgiver", "code" and "codification" these have no ancient Near Eastern equivalent and must be put in quotation marks when applied in the study of ancient Mesopotamian legal traditions (Boecker 1980:56).

There are "obvious reasons" why present-day scholars encounter difficulties of interpretation as regards other legal systems in relation to their own, for "law is a function of a society, an instrument as well as a reflection of the modes of social control". To understand the law of a society, we need to understand the different dynamics of society wherein the law functions (Lemche 1995:1696). The human mind and its experiences are complex. Furthermore, every culture and its timeline are as unique as its people in all of their complexities. These cannot

be analysed all at once: only when we name and analyse human experiences reflected in the different spheres of civilisations can this gradually lead to a further understanding of cultures and the enrichment of our own culture. The legal experience is a multi-dimensional phenomenon. Mythic, dramatic, rhetorical and philosophical elements play significant roles. The practice of law reflects the way society analyses itself and projects its image to the world (Smith & Weisstub 1983:vii).

In addition to their unique problems of discovering, conservation, interpretation and three-dimensional appearance,<sup>24</sup> written documents also offer a three-dimensional value from an archaeological perspective because: "...they talk of themselves, they reveal and they explain to us much more deeply, not only material life, but also the thoughts and the feelings of their vanished authors" (Bottéro 1992:19). As Westbrook (2003:2) points out, today we only have "a series of snapshots scattered at random in time and place". The limitations of the written word regarding the life and law of ancient Mesopotamians and our knowledge thereof lead Bottéro (1992:21) to remark: "We have to make do with what we have!"

## 2.4 NATURE AND CHARACTERISTICS OF PERFORMATIVE LEGAL TRADITIONS

The ancient Mesopotamians, in contrast with current trends of thought, were concrete and not abstract thinkers and their legal traditions functioned without specialisation; therefore, no definitions of legal concepts and activities, functions and duties existed. This is "performative" legal traditions with elements and characteristics that seem to fall more in the sphere of Germany's *Rechtsethnologie* and other indigenous legal systems like the South African traditional law and customs of indigenous people.<sup>25</sup>

The characteristics of ancient Mesopotamian traditions, including Old Babylonia are discussed below, offering a general outlook on the performative legal traditions serving as a background to the core section of the thesis, and give some insight into the dynamics and functions of Old Babylonian family deceased division agreements. These characteristics are not a *numerus clausus*, but only a reflection and supplement to the understanding of Old

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<sup>24</sup> The scribes have the opportunity to write on all six sides of a clay tablet. See Hameeuw and Willems' (2011) discussions of new techniques to read these texts and its impressed sealings, systems and methods facilitating the reading of texts and sealings impressed on clay tablets.

<sup>25</sup> The scope of this thesis does not allow a comparison study between the ancient Near Eastern "performative" legal traditions with that of the Germany's *Rechtsethnologie* and other indigenous legal systems such as the South African customs and traditions of its indigenous people.

Babylonian thought, in their practice of law.

The characteristics of ancient Babylonian legal traditions discussed are (1) non-specialisation, (2) religious impact, (3) kingship and institutional enforcement, (4) group or social orientation, (5) concrete nature of legal acts, (6) *status quo*/static nature of legal traditions and (7) openness. These characteristics are intertwined with each other: the “separation” of the characteristics into different headings is a superficial means to emphasise only one characteristic at a time in the discussion. Therefore, as a logical consequence some overlapping of the characteristics will be evident. The characteristics exert a mirror effect on each other.

Present-day scholars consensually agree that the nature and characteristics of ancient Mesopotamian law still elude us, because we are bound to the discovering, deciphering and possibly biased understanding of the only evidence we have of these “dead” civilisations, namely its written sources.<sup>26</sup> The aim is at most to glimpse a reflection of some characteristics of the ancient Mesopotamian legal traditions, in general.

#### **2.4.1 Non-specialisation**

Myburgh (1985:2) refers to specialisation as:

separation, differentiation, classification, delimitation, definition, or individualisation in respect of time, activity, functions, interests, duties, knowledge, conceptions, etc., the isolation of ideas or abstraction falling within the meaning.

In Mesopotamia, civil and criminal proceedings are not kept separate. In present-day law there is a distinction between the description of delict and that of crime. Thus, a specialisation of different categories of law as we know it today did not exist in ancient Mesopotamia.

In the writing culture of present-day that can physically separate contracts, judgments, and statutes from their proponents, we consider law to exist apart from, and indeed above, human individuals. This attitude is perhaps best captured in the aspirational phrase “a government of

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<sup>26</sup> Cf. Westbrook (2003); Renger (1979); Hibbits (1992); Oppenheim (1964); Bottéro *et al* (2000); Sassoon (2001); Zaccagnini (1994); etc.

laws and not of men” (Hibbits 1992:956). However, this is not the philosophy in ancient Mesopotamia. The aim in Mesopotamian legal traditions is harmony, to establish and maintain the *kittam u mīšaram*.<sup>27</sup> Its purpose is not to specialise, not to isolate ideas, not to define and individualise legal traditions into concepts of abstraction and separation. Law was intertwined with the everyday life of ancient Mesopotamians. The Mesopotamian legal traditions were performed. It consequently differs profoundly from present-day western legal systems. When viewing a Mesopotamian contract/agreement we see a “performative contract”. It is “not an object, but a routine of words and gestures”. This means a witness is a “phenomenon seen and heard”. Law is “something that is done” (Hibbits 1992:959).

Therefore, although there are procedures, rituals and ceremonies in ancient Mesopotamia; one finds no specialisation, abstraction of principles, or the removal of law practice from a society, through the isolating stylistic medium of the written word, as it exists in the law of today.

#### **2.4.2 Religious impact**

Religion was intrinsically connected and intertwined with the performance of legal traditions. Owing to the dynamic nature of the legal traditions, the legal performances were full of mnemonic expressions.<sup>28</sup>

Religion was an integral part of society and legal tradition. Fundamentally, the ancient Near East's government and judicial system was based on a theocracy, usually embodied in the local or regional ruler, who was considered a representative of the patron god, or was semi-deified himself (Bottéro *et al* 2000:57,61).

The ancient Mesopotamians were created to serve their gods; the latter being superior to them regarding all aspects of life and the supreme beings in justice and reasonableness. The human beings were the gods' servants, workers and domestic employees. The king had the duty to be the shepherd, to govern the land by exercising perfect administration (Bottéro *et al* 2000:57,61; Olivier 1978:287-323).

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<sup>27</sup> See discussion by Olivier (1978:269-270) where the expression *sar mīšarum* is utilised to reflect a certain attitude of the king and show a concern for certain aspects of justice, for instance, the king: “who loves right and justice”, “he who loves justice and upholds truth”, “the one who guards truth and who loves justice, who gives help, who comes to the aid of the weak and is preoccupied with good deeds”.

<sup>28</sup> See discussions by Hibbits (1992); Malul (1987a; 1987b; 1988); Kruger (1998); Hillers (1990).

Scholars have viewed the various meanings of the many “law” terms in terms of different approaches. Sassoon (2001:145) investigates the grammar structure of the word **nìg-si-sá**, while Olivier (1978) and Nel (1994) discusses religious symbolism and its influence on terms, and Lemche (1979) focuses on social ideology as part of the term *mīšarum* or **nìg-si-sá**.<sup>29</sup> Zaccagnini (1994) warns one not to overemphasise the religious aspects in the study of Mesopotamian legal traditions, as well as the relevance of monarchical ideology.

According to Mesopotamian recordings, the *mīšarum* or **nìg-si-sá** was derived from classical Sumerian period until the late Babylonian time-period. The phrase *si-sa* or *mīšari* is also part of a name of the god of justice, Si-sa of Lagaš (Price 1932:175). Other gods in the Sumerian period that carried out the functions of justice and legal traditions were Gu-silim, Ningirsu and Nanše who played a prominent role in the exercise of justice during the Gudea period (Price 1932:178). In the Sumerian period, the gods who function prominently as the gods of justice were the writers’ gods Nisaba and Hani (Price 1932:177-178).

The term **nìg-si-sá** literally means “equal fingers”, or may be freely translated as “even handed”. It also refers to the “notion of equality, fairness or justice” (Sassoon 2001:145).<sup>30</sup>

Nel (1994:3) refers to the principles of justice and the gods who control the cosmos in relation to this. The word *mīšarum* is used with the sun god Šamaš, the judge of the kings and humankind. He is the god who establishes truth and justice (Olivier 1978:256-259; Nel 1994:3). The sun god is the light of all living things, while this light is the symbol of justice (Nel 1994:5). Zaccagnini (1994:267) avers that the “supreme ideals of justice and equity are the chief prerogatives of the sun god Šamaš (Sumerian: Utu)”.

In one hymn to the god, Šamaš illustrated the god as the protector of law/legal traditions. The hymn reads:

You imprison the unjust judge; you punish the one who accepts bribes and

<sup>29</sup> Cf. discussions by Olivier (1978:267-287).

<sup>30</sup> Scholars such as Frymer-Kensky (1980); Parisi (2001:82-124); Sassoon (2001:145) and Diamond (1951:153) discuss the concept of compensation and retribution in circumstances when there are strife within the community. These scholars examined the principle *lex talionis* also known as “legal symmetry”. The principle is described by Frymer-Kensky (1980:230) as “...the fundamental principle applied in both systems: those guilty of physical assault suffer the same harm which they first inflicted, and those guilty of false accusation or false witness receive the penalty that would have accrued to the accused had he been found guilty”.

acts unjustly. The one who accepts no bribes, who intercedes for the weak, is pleasing to Šamaš (and) gains long life. The prudent judge who passes just judgement will (even) complete a palace; he shall dwell in a royal court (Boecker 1980:54).

Although the sun god is only one of the gods in the Mesopotamian pantheon, he is still “a constant point of reference for the strong desire of a true and durable social order” (Nel 1994:6). The sun-god is the great shepherd and “punishes those who cause grief and oppression” (Olivier 1978:257).

The world was controlled by order, the structure of which was justice (*mīšarum*), prescribed for all living things. The sun god and moon god were constant activities of *mīšarum*, and protected it (Nel 1994:6).

The king, as the earthly representative of the gods, was responsible to establish order in accordance with the idealistic principle of the *mīšarum* (Olivier 1978:256-259, 287-288). The term and principle *mīšarum u kittum* not only refer to the sun god Šamaš, but also to the other main gods such as Sin, Enlil, Marduk and Ištar (Nel 1994:7).

Lemche (1979:15) opines that a social ideology was an inherent part of the term *mīšarum* and that this act of *mīšarum* is referred to in the law collections such as Ḥammu-rāpi (LH), Ur-Nammu (LU) and Ešnunna (LE), and in the majority of instructions by the kings, such as the instruction of King Ammī-šaduqa.

Some kings gave themselves the title of *sar mīšarum* – king of justice – such as King Ḥammu-rāpi in the Old Babylonian period. Furthermore, it was stipulated that *mīšarum* should be bestowed on the land and that there were periods of *šanat mīšarum*, the year of justice (Lemche 1979:15). For instance, referring to King Lipit Ištar an inscription in his temple wall says that he was a divine, humble shepherd, husbandman, a king, captivated by the heart of the goddess and established justice. The inscription reads:

The divine Lipit Ištar,  
the humble shepherd of Nippur,  
the faithful husbandman of Ur,  
who does not change the face of Eridu,  
a king befitting Erech,  
the king of Isin



the king of Sumer and Akkad (North and South Babylonia),  
who captivated the heart of the goddess  
Ininni (Ištar),  
am I.  
When justice in Sumer and Akkad he had  
established,  
he temple of justice he built (Sprunger 1985:18 fn. 1).

Zaccagnini (1994:265) advocates that although there is a strong presence of a religious element in Mesopotamian legal traditions, it should best be seen in a necessary perspective as part of a complex entity.<sup>31</sup> The scribes in their capacity as writers, were responsible for capturing the high and noble ideals of justice; and written records are an “extremely valuable conduit” of “people's discontent, humiliation, and desperation” (Zaccagnini 1994:282-283). Zaccagnini (1994:282-283) believes that the ancient Mesopotamians “as servants of the gods...obtain justice by applying the will of the gods to their current circumstances” (Zaccagnini 1994:282).

### **2.4.3 Kingship and institutional enforcement**

Kingship and institutional enforcement are now discussed, together with a reflection on social and group orientation, as characteristics of ancient Mesopotamian/Old Babylonian legal traditions.

The king act as a mediator between different social groups and between deities and human beings (Selz 2007:276).<sup>32</sup> The king as “righteous shepherd”, for instance: King Ḫammu-rāpi, mentions that he looks after his people’s welfare (Selz 2007:276-277; Olivier 1978:287).

Postgate (1992:275) considers the Mesopotamian judicial institutions as having carried out four major tasks namely:

- to settle disputes between individuals and groups;

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<sup>31</sup> For instance the presence of the oath clause in the division agreements of all three the city-states and the oath ritual in the temple as stated in three of the Sippar division agreements. Cf. Part C, volume 2.

<sup>32</sup> Cf. Olivier’s (1978) discussion of the *mīšarum* especially regarding cancellation of debts, the remittance of arrears and taxes and “freedom” of people in different old Babylonian city-states. Olivier (1978:287-288) states that there are different terms expressing that the king acted as shepherd over his people. The people is the subjects of the gods and the king; and the king is a subject of the gods. The king is responsible to look after his servants/people. Also the king is the legislator and judge; and in this position responsible for making just decisions (Olivier 1978:289-296).

- to enforce their decisions and inflict punishment on those who offended against society as a whole (i.e. in present-day terms, criminals);
- to administer certain enactments of the government; and
- to act as an agency, in authenticating official records of certain acts as legally valid.

There was a “pyramid of authorities” consisting of a level of local councils, judges, and the courts and king (Postgate 1992:275).

Written recordings did not play the same role as present-day law; in the application of Mesopotamian law rules by the “pyramid”, or their application in normal everyday activities in Mesopotamia. In Mesopotamia there was no use for a legislative body, as it exists today. It would have been a hindrance to administration, because there was a smoothly operating power system where the patron decided what was right and wrong. The only one who could intrude on the patron's right was the king, “a patron of an even higher standing”. The king seemed to interfere only if his own interests were at stake. Ancient civilisations needed only a general attitude towards what they considered justice (Lemche 1995:1714). When one is viewing the social and group orientation (*infra*) in ancient civilisations it seems that, the members of this society although based on a kingship ideology, were mindful of establishing harmony between each other, in a specific social group/setting.

#### **2.4.4 Social or group orientation**

Mesopotamian society was socially orientated in the sense that emphasis was placed on the interests of the group. The opinions of scholars in general are, that the family was an integral part of society, and was represented by the family head. In their dealings with order and harmony, the ancient Mesopotamians were group orientated, while personal status and honour played an important role. Maintaining good relationships was important in the Old Babylonian family life. An Old Babylonian proverb states, “if there be strife in the abode of relations, there is eating of uncleanness in the place of purity” (Langdon 1912:231). Langdon (1912:231) interprets this as “strife in a family is compared to defiling a holy place with filth and calumny”.

Within the group orientation, kinship relationships play a role. Frymer-Kensky (1981) stresses the importance of the latter, and examines the social role of each person in his or her

particular juridical relationship position in the family, as an integral part of the latter. Leemans (1954) adopts different emphases, considering the role of the individual within the kinship relationship from an economic perspective. Forster (1995) opines that there is a difference in the geographical setting of northern and southern Mesopotamia regarding social kinship relationships, albeit a family orientation or focus on individual rights of co-ownership. Fleishman (2001) regards kinship relations as sometimes extending further than only a biological connection, also including an adoptive status.

These approaches show how differently kinship relationships can be explored, and reflect the existence of different layers of meanings of such relationships, with respect to ancient Mesopotamian legal traditions and their obligations.

Frymer-Kensky (1981:209) contends that kinship relationship is in contrast with patronage, which falls outside the sphere of kinship. She places “social relationships of patriarchal narratives” “in context with the named fundamental legal traditions and cultural framework of Mesopotamia”. Her view is that Mesopotamian legal collections were “apparently scholarly and jurisprudential rather than statutory”, considering them as compiled “legal-type cases”, with the purpose of reflecting “ideal legal principles” (Frymer-Kensky 1981:209). The items frequently reflected in these collections are not recorded, because of their frequency of occurrence, for instance “pregnant women usually knows enough to keep out of fights and miscarriages are rarely caused by a blow – but rather because they illustrate well the principle involved” (Frymer-Kensky 1981:210). Law collections have value for they provide “some insight into the fundamental legal principles of these societies”. However, these collections were “groups of law-as-it-ought-to-be” and gave preference to the mentioned “large assortment of humble documents of law as it was practiced daily”. The said “documents of law” embodied in different types of cuneiform sources are more difficult to study due to their “numbers and organization”. Notwithstanding, they furnish a helpful reflection of the patriarchal relationships in a family for “you can see the family” (Frymer-Kensky 1981:210).

In the large extended family, the sons live in one house: the principles governing the structure of the family are that it is “patripotestal in authority” and “partrilineal in descent”. This entails that the father contracts his daughter’s marriage and seemingly “disposes” of her as he chooses. The father provides his sons with wives through lengthy negotiations and contracts. The daughter-in-law leaves her family, goes to a new one and becomes part of them. Hence,

a “transfer of membership” took place (Frymer-Kensky 1981:210). Frymer-Kensky (1981:210) considers the bond between father-in-law and daughter-in-law as a “very strong one” and goes as far as to refer to it as the “strongest new legal relationship created by this marriage”. There is the following pattern: the brothers for an unknown reason keep the land for a period of time and so do not immediately divide the inheritance or otherwise but “maintain corporate ownership of the productive land” (Frymer-Kensky 1981:210-211). Before this can occur, however, the brothers provide for the payment of dowries of unmarried sisters, and a bridal payment for younger brothers: all this happens while they still hold communally-shared ownership and before a division of the property has occurred.

Frymer-Kensky (1981:241) considers the terms “first-born, brother, sister, father” to have a “particular juridical relationship” which occurs by contract or by birth for: “people adopt others as brothers, brothers adopt each other as sons, and brothers adopt women as sisters... The designation of an individual as ‘first-born’ can also be a matter of choice”.

On the other hand Leemans (1986:22) examines the economic life of a family in the Old Babylonian period; in most of his analyses he makes references to division agreements of a family deceased estate, and in his conclusion avers that there “are no traces of any organisational framework” in which a family operates. He states that the family members acted as private individuals, and goes as far as considering that the family members “maintain each other in the most restricted form”, where two or more family members will act in their “common interest”. However, they will do so living on their own, on either a “contractual basis” or on an “undivided estate”, earn their own income and keep their portion “intact”. In case of “certain rights” he is of the view that these may have “another origin”, such as for “reasons of justice”.

Leemans (1986:15), in his investigation of a family in the Old Babylonian period commences with a distinction of the nuclear family in anthropological terms: a married man and woman and their children who lived together as a unit (in the first instance). An extended family is defined as a “group together in one organisational framework” or a number of nuclear families with an ancestor connecting all the descendants (second and third instance). Leemans’ (1986:15-16) approach is to consider if a family plays a role in economic life and the “criteria” they use to bind themselves and each other by contract or obligations. Usually a *paterfamilias* binds the immediate family members in a legal transaction by obligation/s.

Therefore, the question of the extended family members (as named in the second instance) arises; to answer this question he examines real estate transactions (Leemans 1986:16).

Leemans (1986:16) makes the assumption that although members of an extended family live together in a house and in different rooms as in the case of an undivided ownership, it does not mean that they act as an economic unit. The family members have the option to go as they please and even to claim the division of communally held property. Leemans (1986:16) examines the Ur III period and mentions that although little is known about private property, in this period, the economic activities were more often reserved to the palace and temples. Although there are certain legal cases regarding houses and fields, there is no reference to liabilities arising between family members. The beneficiaries could divide the communally held inheritance, while in the case discussed by Owen (1980) regarding the status of a widow, it seems that she too is entitled to a part of the estate. Subsequently an “evolution” took place in the Old Babylonian period where “private enterprise and private property” significantly increased in number. The families were wealthy based on the number of houses and fields they owned, although these were smallholdings and cheap prices were paid where the holdings were the same as their neighbours (Leemans 1986:17).

Foster (1995:442) is of the opinion that as a complication, stressing the multiple layers of differences in a geographical setting, northern Babylonian documents indicated an extended family ownership, while in the south the documents showed “individual and nuclear family holdings”. He does not consider the “individual or nuclear ownership” of the south of Babylonia as a remnant of older “communal ownership patterns”, but suggests that it was a “foreign and rather marginal” development in the south among the ruling class (Forster 1995:442).

Fleishman (2001:93) states that kinship relations extended further than only a biological connection and included an adoptive status. This view raises difficulties due to the absence of any biological ties; the question arises of what to do when there is strife. The Mesopotamian tradition especially made provision for this. After analysing Old Babylonian legal sources Fleishman (2001:93-97) states that a parent was not permitted to cancel, without lawful cause, the legal tie between himself and his natural or adopted child by means of the declaration, “you are not my son,” or “you are not my daughter”. Severe sanctions were imposed on a parent who uprooted his child from his house. The most common sanction in accordance with

scholastic-legal texts and adoption documents is a sanction clause allowing for the forfeiture of the parent's property. These *formulae* and others, such as “you are not my father” or “you are not my mother”, appear *verbatim* in adoption documents, marriage contracts, and deeds for the acquisition of slaves. The aim of such *formulae* was to mark the exact moment of the alteration in the legal status of the two parties concerned (Fleishman 2001:97).

Notwithstanding the different meanings, group orientation was an important aspect of cultural life and a characteristic of ancient Mesopotamian legal traditions. In the concluding chapter the components and debate regarding the influence and role of kinship and institutional enforcement, including group orientation and patriarchal authority versus individual rights, are discussed based on a study of forty-six division agreements.

#### **2.4.5 Concrete nature of legal acts**

Legal acts were performed; therefore, Mesopotamian legal traditions can be considered dynamic. Hibbits (1992:910-911) quotes the English law historian Frederic Maitland: “So long as law is unwritten, it must be dramatized and acted. Justice must assume a picturesque garb or she will not be seen”.

Owing to the concrete nature of ancient Mesopotamian legal traditions, for example evidential value is attached to material objects, like the grasping of the hem. The concrete aspect of this legal act means that writing was of less importance and did not support the legal act as a whole. Written documents were a reflection of a legal situation that took place, and normally did not have evidential value.<sup>33</sup>

The concepts of ancient legal traditions receive their meaning directly in terms of a sensed experience. Factual principles, rather than the western mode of abstract conceptions, are applied (Smith & Weisstub 1983:17). The ancient people of Mesopotamia did not organise experience in terms of highly abstract concepts and categories and its legal traditions reflect a “law of empirically known psychologically sensed wrongs” (Smith & Weisstub 1983:17). The theoretically conceived rights and duties have no existence in the material world of the senses; for example the contract is not a contract but a set of transactions (Smith & Weisstub 1983:20).

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<sup>33</sup> Cf. discussions by Hibbits (1992); Malul (1988).

The performances of legal traditions were through symbolism and “multi-sensory communication” (Hibbits 1992; Malul 1988).

Hibbits (1992:950) stresses that: “we need to reinterpret some of the legal transactions we have encountered. In synesthetic performance cultures, all legal acts we would associate with one sense may be understood to also exist in another sensory dimension”.

Malul (2002:22) pleads for the study of all the “aspects and expressions of the human mind and spirit”. Malul is of the opinion that we must look deeper – it is not so much the “cultures of ear” versus “cultures of eye”, “but rather between different configurations and modes of operation of the human sensorium, by different cultures”. In using our sensory apparatus we are employing an “analytic mode of thinking” where we “tend to be disjunctive in terms of letting each sense play its own role without being interactively affected by the other senses” (Malul 2002:31).

Kruger (1998:141) considers non-verbal communication as an unspoken unwritten medium; these were in some instances more important than written and verbal communication. Communication acts illustrate the “state of affairs” while the symbolic acts show the “change of affairs”. According to Kruger (1998:146), with reference to Malul (1988) regarding his identification of the symbolic act, a distinction must be made between acts or gestures, serving as a means of communication and those, which entail symbolic acts.

Furthermore, as regards communication, there is a difference between “information” and “communication”, for some performances may be information, others communication, while some are enacted on purpose, and others not (Kruger 1998:144).

Examples of concrete acts are, for instance, the striking of someone on the forehead to make an accusation against him, which was considered “a forceful way of making a legal claim” and to symbolically and literally “place spoken charges upon the accused's head”. Hence, the spoken word had a tactile quality to it. The same principle is evident when taking an oath while drinking and eating. Here the participants are “swallowing the vow, causing it to become literally a part of the oath-taker and thus a physical danger to him should it ever be dishonoured” (Hibbits 1992:50).

Performance is personal. Unlike writing, which can exist apart from the writer, performance that depends on the use and synthesis of such media as speech, gesture, and touch requires the on-going, live participation of a human actor. In a culture where little if anything can be looked upon in written words, no significant knowledge passes without personal action. Without the performer, there is no performance. In this environment, individuals quickly come to associate what is performed with who is performing. Information is dependent of the status or reputation of the human individual presenting it. The objective appreciation of a message is inevitably entangled with a subjective appreciation of its messenger (Hibbits 1992:956).

The ancient Mesopotamians by means of their multi-sensory communication established a sensible way of preserving information: they used this communication medium as a “hook from which the thread of memory [could] hang”. So perhaps one ancient Mesopotamian might not remember hearing something, but he could remember something, seeing and/or feeling and/or smelling and/or tasting it (Hibbits 1992:951). Recordings are there to be “held in living memory taught by the old, learnt by the young, recited regularly and updated in intervals” (Sassoon 2001:19). Developing the faculty of memory had the advantage that not everything had to be noted down and remembered. “Exercising the memory not only preserved their knowledge but kept their memories virile” (Sassoon 2001:20).

#### **2.4.6 Status quo/static nature of legal traditions**

Maintaining the *status quo* was important and practically achievable due to the openness and public nature of the performance of legal traditions.<sup>34</sup>

Some scholars consider ancient Near Eastern legal traditions to be a “single *Rechtskreis*”. This means that the “values, rules and customs” are considered to be uniformly the same, as well as generally accepted in a particular time-frame and geographical setting, and cognisant of the different status of people (Renger 1979:67). This is also the viewpoint of Westbrook (1994) who refers to the legal traditions as static; however, some scholars (*infra*) criticise this viewpoint.

Renger (1979:68-69) opines that there are several *Rechtskreise* in Mesopotamia during the

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<sup>34</sup> Cf. Hibbits (1992) and Westbrook (1995).



Old Babylonian period. He believes that they “differentiated horizontally (i.e. representing the various regions of Mesopotamia), but also vertically (i.e. representing the various segments of the Old Babylonian society)”. There are according to him different sets of values, rules and customs in “small self-contained villages as opposed to those living in urban centres”. He makes the assumption that the “state tries to exercise increasingly more influence over the individual self-contained village community”. Therefore:

... a conflict between the two value systems is unavoidable. Such conflicts are not unusual. Even today examples can easily be found in the societies of many Third World developing nations. Whereas the community seeks solutions preserving its own peaceful personal interrelations, the state tends to use coercive and deterrent force to serve its (often different) interests and goals (Renger 1979:68-69).

Westbrook (1994:16) has a different approach to the same conclusion and theorises a common scientific tradition, wherein he looks at the differential between casuistic and apodictic laws. Casuistic laws begin with the word “if”, while apodictic are identified with a direct command. These laws differ in their forms, source and character.

Westbrook stated that the Sumerian-Akkadian society developed legal traditions through scribal tablets (1994:21). He considers the cuneiform legal traditions as static and adds that there is continuation as proved by the named law collections, with a few “discrepancies” (Westbrook 1994:22). Westbrook investigates the reasons for the casuistic form being the dominant form and not a natural source of the law. Decisions were based on each case study and not on a hypothetical case (Westbrook 1994:29). The named inscriptions issued by the king were a direct and general order (Westbrook 1994:30).

The named law collections are not a total reflection of the legal system or area of legal traditions; therefore it is dangerous to argue that if the law collections do not mention something it did not exist in the legal traditions (Westbrook 1994:22). The casuistic “laws” could as a result of their form not provide for every circumstance and therefore usually a generalisation, consisting of only one case, was specifically mentioned (Westbrook 1994:22-23).

Scholars such as Greengus (1994), Buss (1994), Levinson (1994) Lafont (1994), Matthews (1994) and Patrick (1994) were invited to comment on Westbrook’s (1994) viewpoint and

responded as follows:

Greengus (1994) comments on two points made by Westbrook, firstly the static element of the Mesopotamian and ancient Near Eastern legal traditions, and secondly questions whether the omissions are maybe emphasised too strongly. He questions whether Westbrook's proof is sufficient for one to believe that a cultural domination of cuneiform law over the whole of the "local law" was possible (Greengus 1994:83).

Greengus (1994:85) does not agree with Westbrook that there is a static law in the ancient Near East. The written collections were incomplete and they could have had an educational function; however, they were one of the many sources of law (Greengus 1994:85). Greengus (1994:86) opines that written law was incidental: certain principles were taught by, copied and recopied unto clay tablets in the scribal schools, reflecting idealism in the educational documents. The hard road had to be followed, wherein each subject relating to law had to be investigated with appropriate data, to assess whether there were similarities (Greengus 1994:87).

Buss (1994:89) agrees that the law collections are not the same as legislation in present-day terms. He criticises Westbrook for not examining whether the collection was part of the natural or positivistic law. Buss (1994:89) further argues that Westbrook sees the collections as academic documents without explaining what he means by this, as "academic document" has two possible meanings. The first is that the document may describe law as if it really exists, while the second is that it is an appropriate form of the law. In the first instance this refers to positivism and how it functions in the law of today, whereas in the other it is part of natural law - how the law should operate. He believes that Westbrook's statements are more closely connected to natural law, which is why the law collections are not reflected in cuneiform documents. Otherwise, as in the case of the positivistic application of law, the paragraphs or principles would be mentioned on a general basis in cuneiform documents (Buss 1994:89).

Levinson (1994:54) states that Westbrook, who concentrates on law paragraphs, omits the religious and literary framework wherein these were written. Levinson (1994:54) states further that it is uncertain whether the combination of law and framework is original or secondary.

Lafont's (1994:97) main criticism against Westbrook's theory is that the diverse historical milieu of the ancient Near East cannot be forced into one "rigid scheme". Lafont (1994:97) summarises the main points of Westbrook's argument for a common law tradition, on the basis of his reference, to the named law collections (law codes), as follows:

- The law seems to be a text derived from a law-making institution, which was applicable to all the people of the ancient Near East for an uncertain period.
- The law collections were real law rules, which the king promulgated through the instructions of the gods, which were intended to be permanent, making references to curses as reflected in the epilogues of the law collections.
- The timeless dimensions of the law collections implied that the legal texts existed continuously.
- The content of the provisions of the law collections were secondary, in the investigation to define it.

Lafont (1994:97) concludes, in light of this, that the named *mīšarum* inscriptions are not legal principles, but an activity of the king. Its contents are temporary and retroactive, applying only to subject matters it regulates or describes, mostly for social and or economic reasons. The inscriptions are "canonised" by the transfer of the contents through time, which increases the reforming value of the inscriptions (Lafont 1994:97).

Matthews (1994:120) does not agree that the ancient Near Eastern law was static, since he believes that there was some development, however slow. The law would change and adapt to changing economic, social and life circumstances, to comply with the needs of society (Matthews 1994:120).

Patrick (1994:152) contends that Westbrook replaced one evolutionary model with another. He argues that Westbrook mistakenly thinks that Biblical and ancient Near Eastern law contained primitive and reconstructive layers within the texts. Patrick (1994:153) believes that all the legal documents in the ancient Near East displayed a relatively advanced stage of development and in opposite to this, Westbrook theorises a cultural experience of socio-political and intellectual stagnation. Westbrook envisages an evolution within the law collections and therefore uses an evolutionary concept; however presenting the ancient Near East as politically and culturally the same, static, means that when studying the legal

documents over different times and places, they too will present the same thinking and doctrines (Patrick 1994:153).

The researcher considers that the attempt to categorise the law traditions of the ancient Near East in one common tradition must be applied with caution. It seems that the *status quo* was important in so far to promote certainty between kinship relationships, however these rules or law traditions do differ in different time-periods and places in the ancient Near East. Unfortunately, Westbrook did not qualify the components of the common tradition theory and maybe then, less resistance would have been shown against his theory (cf. Claassens 2002:139-140).

#### **2.4.7 Openness**

Only the necessary facts were recorded on a clay tablet. Veenhof (2003:147) refers to this as similar to bookkeeping; therefore the function of written legal documents was only to record those transactions that had implications for the persons involved and who had access to “scribal expertise”.

Oaths took place in public: also in the temple.<sup>35</sup> The practice was detected in other law transactions as well; and Veenhof (2003:21) assumes that “professionals” were part of the transactions for “proof of public interest”. He contends that officials served as “publicity witnesses”, but their functions and aims are not clear. He is unsure if these officials were paid to act like the “public notaries” of today (Veenhof 2003:147).

Driving a peg or nail in the foundations of a building was a custom especially with respect to temples, which acted as a symbol that the building was the property of the god: a later inscription on it followed and the same procedures were followed for houses (Veenhof 2003:148).

Gelb (1948) examines a clay nail from the Old Babylonian period of King Ḫammu-rāpi. The Akkadian word for nail is *sikkatum*: these nails are made from clay, wood (see the Sumerian word GI-KAK = *sikkatum*), or metal. In terms of the pre-Sargonic inscriptions from Telloh and Old Babylonian texts from Susa, nails were driven into the wall. This was done after the

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<sup>35</sup> Cf. the three division texts in Part C of Sippar S20, S25 and S26 (volume 2).

transfer of property. It is a symbolic act symbolising the “fixing and making known” of a change of ownership (Gelb 1948:267). Nails and cones were also used in the building of public places of royalty. Later in time, these were a symbol for “commemorating the erection of an edifice by a certain person”: for instance the clay nail of Ḫammu-rāpi describing the construction of the wall of Sippar. By that act, it was publically proclaimed that the king had built the wall for the sun god Šamaš. Gelb (1948) advocates that these nails and cones had the same functions as in present-day public commemoration structures.

Openness as a characteristic of ancient Near Eastern law tradition is also found in the operation of a litigation process. In a litigation text derived from Old Babylonian Tell Harmal, light is shed on the details of a once concluded division agreement (Ellis 1974:148-149). This also demonstrates the importance of the presence of oral witnesses in agreements. The litigation text is an elementary recording of a dispute between Ilšu-našir and Ipquša. Probably the two brothers, Ilšu-našir and Ilšu-ibbišu, partook in a division agreement of their father’s paternal estate. However, they did not record their agreement, or the measurements of the fields were uncertain, or dubiously recorded. Whatever the case may be, in this dispute resolving the division of a field of unknown dimensions, the solution required certain “knowledge” from the other brother, Ilšu-ibbišu, or anyone else in the gate of Belgašer. It probably meant that the previous agreement had been concluded at the gate, and they witnessed how the field was equally divided. In the settlement agreement between the disputing parties, the terms and measurements of the field’s division were not recorded. This was probably not necessary, for not only were an oath and witnesses involved, but also, importantly, a sanction clause with a heavy fine was in place: should a claimant later dispute this agreement, he had to pay five minas of silver (cf. Ellis 1974:148-149 regarding the outline of this text, following with her discussions).

## 2.5 CONCLUSIONS

The communication mediums of the marginalised literate members of Old Babylonian society were more important than the written word, in contrast with present-day law and the way in which today’s society in a predominantly literate world would perceive law and its practical function. The limitation of the main study of cuneiform documents - and, for that matter, cuneiform law - lay in the limitations of cuneiform clay tablets (Westbrook 2003:1). In addition, law experience is a multi-dimensional phenomenon. The practice of law reflects the

way society analyses itself and projects its image to the world (Smith & Weisstub 1983:vii). Subsequently, the Mesopotamian society is different from ours and can be easily misunderstood.

Roth (1998; 1987) advocates the re-examination of social categories emphasising interpretational problems in legal texts and other documents regarding social factors and categories. A person functions differently in society within certain expectations in his/her role and position, influenced by factors such as age, gender, kinship relations, economic and social class. Boecker (1980) stresses the caution of using terms from present-day law in interpreting ancient texts in this light.

Furthermore, Westbrook (2003:2) points out that today we only have “a series of snapshots scattered at random in time and place”. In our recognition of those sources available in ancient Babylonia, after negotiating the filters of discovering, preservation and decipherment, we must re-orient ourselves in the world of multi-sensory communication, a world of performance legal traditions of which the written medium is a subordinate medium in the transmission and preservation of legal traditions. However, as Bottéro (1992:21) optimistically remarks, “We have to make do with what we have!”

With this as background, some of the characteristics of Old Babylonian legal tradition were outlined. They are not a *numerus clausus*, but only a reflection and supplement to the understanding of Old Babylonian thought in its practice of legal traditions. They give some insight into the dynamics and functions of Old Babylonian family deceased division agreements.

The characteristics are a logical consequence, with some overlapping and exerting a mirror effect on each other. They are non-specialisation, religious impact, kingship and institutional enforcement, group or social orientation, concrete nature of legal acts, *status quo*/static nature of legal traditions and openness.

Non-specialisation indicates that legal traditions, rules and institutions were not specialised; therefore, the legal traditions were not defined in concepts of abstraction and separation. Legal traditions were intertwined with everyday life. When examining a Mesopotamian contract, we do not perceive the abstract principles of a law contract but rather those of a

performative legal traditions' contract.

Religious impact considers the fact that religion was intrinsically connected to the performance of legal traditions and society. Religion influenced the meanings of the different "law" terms with different approaches. Terms such as *mīšarum* or *nīg-si-sá* mean "equality, fairness or justice"; however, the religious principles governing this and the gods in which the Mesopotamians believed, played a significant role in enhancing the meaning of the terms. For example, Šamaš (Sumerian Utu) meant order and justice. Based on these terms, a structure of order was created with the king as the earthly representative of the gods. The scribes in their capacity as writers were responsible for capturing the high and noble ideals of justice, and written records are an "extremely valuable conduit" of "people's discontent, humiliation, and desperation" (Zaccagnini 1994:282-283). Zaccagnini (1994:282-283) believes that the ancient Mesopotamians "as servants of the gods... obtain justice by applying the will of the gods to their current circumstances" (Zaccagnini 1994:282).

Kingship and institutional enforcement play a distinct and integral role in society and in the application and implementation of Old Babylonian legal traditions and different relationships in Old Babylonian society. Mesopotamian judicial institutions carried out the tasks to settle disputes between individuals and groups; enforce their decisions and inflict punishment on those who offended against society as a whole (i.e. in present-day terms, criminals); administer certain enactments of the government; and act as an agency in authenticating official records of certain acts as legally valid. The king seemed to interfere only if his own interests were at stake. Ancient civilisations needed only a general attitude towards what they considered justice (Lemche 1995:1714). The aim in Mesopotamian law traditions is harmony.

Social and group orientation is based on a kinship ideology and the interests of the group, together with the importance of maintaining good relationships. Mesopotamian society was socially orientated in the sense that emphasis was placed on the interests of the group. In their dealings with order and harmony, the ancient Mesopotamians were group orientated while personal status and honour played an important role. Maintaining good relationships was important in the Old Babylonian family life. Kinship relationships played a role. Frymer-Kensky (1981) stresses the importance of the latter and examines the social role of each person in his or her particular juridical relationship position in the family as an integral part of

the latter. Leemans (1986) shows the difference in the geographical setting of northern and southern Mesopotamia regarding social kinship relationships, albeit a family orientation or focus on individual rights of co-ownership. Fleishman (2001) regards kinship relations as sometimes extending further than just a biological connection, also including an adoptive status. Different kinship relationships can be explored and reflect the existence of different layers of meanings of such relationships, with respect to ancient Mesopotamian legal traditions and their obligations.

Another characteristic is the concrete nature of legal acts. Legal traditions were performed and this concreteness supports the legal act as a whole. Written work is only a reflection of a legal situation. Written documents were normally a reflection of a legal situation that took place, and normally did not serve as evidence. The concrete aspect of this legal practice means that writing was less important and did not support the legal act as a whole. Ancient law received its meaning directly in terms of a sensed experience. Factual principles, rather than the western mode of abstract conceptions, are applied (Smith & Weisstub 1983:17). The performance of legal traditions was through symbolism and “multi-sensory communication” (cf. Hibbits 1992; Malul 1988; Kruger 1998:141).

As a further characteristic, the *status quo*/static nature of legal traditions was important and practically achievable due to the openness and public nature of different legal acts and agreements (cf. discussions by Hibbits 1992; Westbrook 1995). Some scholars such as Renger (1979) and Westbrook (1994) consider ancient Near Eastern law traditions to be static of nature, whereas others such as Greengus (1994), Buss (1994), Levinson (1994) Lafont (1994), Matthews (1994) and Patrick (1994) advance various arguments with different emphases in disagreeing with this statement.

Openness as a characteristic indicates the public nature of the oaths, witnesses and legal acts. These characteristics are present in the performance of a performance contract such as a family deceased division agreement. Only the necessary facts were recorded on a clay tablet. Veenhof (2003:147) refers to this as similar to bookkeeping; therefore, the function of written legal documents was only to record those transactions that had implications for the persons involved and who had access to “scribal expertise”. Oaths took place in public and also in the temple. Witnesses played a significant important role in the remembrance of details of legal acts performed in front of them.



The outline of some of the characteristics is to give, in general, a reflection on the features and qualities of ancient Mesopotamian legal traditions. As different subjects are investigated and ancient Mesopotamian life and customs are studied on the basis of existing and newly-discovered excavations of cuneiform tablets and their decipherment, new insights regarding certain city-states and time-periods will probably emerge.

## **PART A**

### **ASPECTS OF OLD BABYLONIAN LIFE**

#### **CHAPTER THREE**

##### **AGRICULTURAL AND ARCHITECTURAL ASPECTS**

*“The most remarkable innovation in Mesopotamian civilisation is urbanism. The idea of the city as a heterogeneous, complex, messy, constantly changing but ultimately viable concept for human society was a Mesopotamian invention”*

*(Leick 2001:xviii).*

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In the city-states of Old Babylonian Larsa, Nippur and Sippar there were certain legal practices and unique circumstances between family members, which influenced legal decision-making. These practices, together with the type of communally-held assets, against a background of architectural and agricultural elements, played a role in the final consensus between contractual parties. Furthermore, the contractual parties' means also determined which solutions and mechanisms were used to divide the communally-inherited assets, thereby enabling the change from co-ownership to sole-ownership.

#### **3.1 INTRODUCTION**

Agricultural and architectural factors and elements, together with each unique situation in a family, play a quintessential role and influence how co-beneficiaries, now contractual parties, ingeniously devise the division of a communally-shared inheritance property.

In this chapter, the Old Babylonian city life and landscape elements, with their possible influence on division agreements, are introduced.

The practical implications of family deceased division agreements are outlined to explain the

challenges that practical problems present in the implementation of a division agreement.

In addition, some examples of texts from Old Babylonian Larsa, Nippur and Sippar are provided to complement the discussion on the ways and methods of dividing the communally-shared assets of contractual parties against the background of Old Babylonia city life and landscape.

## 3.2 OLD BABYLONIAN CITY LIFE AND LANDSCAPE

### 3.2.1 Introduction

As regards to explorations, excavations, investigations and discussions during the 19<sup>th</sup> century BCE regarding the rural and city landscape of the immediate ancient Near East, limited information was mainly influenced by two stories which offered a “strong mythical flavour and appeal”. Firstly, there was the story of the Tower of Babel as a “metaphor for a town” and secondly, the Garden of Eden as a “metaphor for the countryside”. These metaphors “characterized” the elements of rise and fall. The Tower of Babel gave rise to the element of the city as “unfinished and abandoned” and the Garden of Eden as “closed for humankind” (Liverani 1996:1-2).

Scholars in the 19<sup>th</sup> century CE found ruins instead of houses, and a desert instead of a garden, and thus the early approaches of scholars were covered in a shroud of negativity. Their explorations, excavations and investigations from the second half of the 19<sup>th</sup> century BCE show later a different picture, though (Liverani 1996:2).<sup>36</sup> Later years’ discussions<sup>37</sup>

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<sup>36</sup> Cf. Liverani’s (1996) approach to the Mesopotamian landscape from “late-Uruk” documents to Neo-Babylonian documents.

<sup>37</sup> Some of the following contributions are outline regarding old Babylonian city life and landscape, which include specific topics and/or an overview. Ellis (1977) regarding an agricultural administrative archive; Ellickson & Thorland (1995) did an overall study on land law (traditions) in Mesopotamia, Egypt and Israel and Earl (2000) discusses archaeology, property and prehistory. Stol (1995) investigates various expressions of old Babylonian cattle and Stol (1998) studies old Babylonian fields found in texts. Graef (2002) examines an account of the redistribution of land to soldiers in late old Babylonian Sippar-Amnānum, which is another kind of division agreement. Gruber (1948) discusses irrigation and land use in Mesopotamia. Harris (1963) is well-known for her contributions regarding Sippar especially: in this regard she investigates the organisation and administration of the cloister in Babylonia. Cf. Harris (1975) wherein she discusses old Babylonian Sippar’s social and economic institutions that influence the city life of Sippar, especially regarding the temple and palace. Leemans (1954) proposed a different approach to the legal and economic records from the kingdom of Larsa and asserts that he does not consider communally-shared property as significant as had been argued, adding that the focus was more on private ownership and the choice of individuals. Renger (1979) discusses private ownership and its interaction with the temple, palace and private business in the Old Babylonian period. Renger (1979) expresses the opinion that although private property did exist, it was not a dominant enterprise. Leick (2001)

focused on different aspects of landscape and city life. These discussion by scholars were more productive, owing to the availability and aid of textual and archaeological sources, of which many thousands of uncovered clay tablets are still to be transcribed, and/or translated and discussed by scholars.<sup>38</sup>

### 3.2.2 Old Babylonian landscape and agricultural factors

Gruber (1948:69) divide the “ancient man’s” natural world into four basic elements namely earth, fire, water and air, of which water is “the ever-moving, the fluidity of all things”. In cultural development, these elements play a fundamental role. Thus, the “control of natural water resources and the utilization of water” for agricultural purposes were just as important as the discovery of fire (Gruber 1948:70).<sup>39</sup>

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furnishes a summary and condensed account of the invention of the city in Mesopotamia and different city-states, focussing on some of the latter, while Van de Mieroop (1997) discusses the Mesopotamian city and society in an overview referring to politics, economy, social life and the culture of the city, which he considers as “urbanism”. Mellink (1983) offers a summarised account of archaeology in Asia Minor. Oats (1990) examines innovations in mud-brick and its decorative and structural techniques in Mesopotamia. Oppenheim (1965) investigates “*Royal Gardens in Mesopotamia*”. Renger (1995) gives an account of institutional, communal and individual ownership or possession of arable land in ancient Mesopotamia from the end of the fourth to the end of the first millennium. Slansky (2000) advocates a new approach to the classification, historiography and monumental authority of the Babylonian “*narûs (kudurrus)*”. Speiser (1956) investigates the “‘*Coming*’ and ‘*Going*’ at the City Gate”. Steinkeller (1981) explains the renting of fields in early Mesopotamia and the development of the concept of “interest” in Sumerian. Stol (1982) discusses state and private business in the land of Larsa and made a contribution in his collected volume of work (1976) regarding the chronology, geography, political and social organization of old Babylonia. Stone & Stone (1981) examine the patterns of residence in old Babylonian Nippur, while Stone & Owen (1991) in their discussion of adoption agreements of Old Babylonian Nippur and the archive of Mannum-mešu-liššur investigated the residence patterns of the city and rural landscape. Zagarell (1986) examines the nature of late prehistoric and early historic Mesopotamian trade and society in question and the modes of production characterising Mesopotamia in an economic evolution, contributing to the growth of the early Mesopotamian city-states. Various scholars remark on his opinions. One suggestion is that the temple/palace (the latter in the earlier stage seems to have served both functions) occupied a large share in the development of trade, exchange, and long-distance networks.

<sup>38</sup> For instance Liverani (1996:20) is of the opinion that the temple and family properties still co-exist in the old Babylonian period. However, there are considerably more private documents than “public” records. A higher concentration of adoption, inheritance, rents and sales agreements occurs (Liverani 1996:20). According to Liverani (1996:20) when one looks at the division agreements, there is a “process of progressive (cumulative) partition of the fields into strips”.

<sup>39</sup> Scholars have made various contributions regarding the agriculture of the ancient Near East. Wilkinson (1990) describes an in-depth look at soil development and early land use in the Jazira Region, where he discusses soil types, fertility and land use, soil development over time and the development of land use over a period in the Jazira Region, as well as land-use intensity and carrying capacity. Wilkinson (1994) in his discussion of “structure and dynamics of dry-farming states in Upper Mesopotamia” stated that “insufficient emphasis has been placed upon the role of animal production or nomadic pastoralism” due to the type of field evidence used such as field scatters, radial hollows, and movement of cereals, which all relate to cultivation. “By defining both the intensity and the limits of the ‘sown’ lands it should be possible to sketch, albeit by default, the important pastoral component of early states” (Wilkinson 1994:504). He furnished data and calculations, following the pioneering studies of ancient settlement patterns in Mesopotamia. Hunt (1995) discusses Wilkinson’s article (1994) on dry farming in upper Mesopotamia and comments that still to be answered is at what stage humans want to eat well and increase their consumption of animal products, once they have produced a sufficient grain surplus. The grain surplus could also be produced to supply to the elite; questions arise about

Today, the lower valleys of the Euphrates and Tigris rivers of ancient Mesopotamia are known for their dry and barren desert: an “experimental station” controls the water flow. As long as the forested areas received adequate rainfall, the food supply was secured through hunting, fishing and collecting (Gruber 1948:70). As the forests and animals diminished over time, the populace had to resort to horticulture. For this a good supply of water was needed which were obtained from the existing rivers and their branches. Regarding the water needs of ancient Mesopotamia, an ancient Greek historian, Herodotus, in his travellings to these regions observed the following:

Very little rain falls in the land of Assyria, and thus little is what nourishes, the root of the crop; but it is in its watering from the river that the corn (*sitos*) crop wins its ripeness and the bread grain comes into being. It is not as in Egypt; where the river itself rises over the fields; in Babylon the watering is done by hand-operated swing beams. For all the Babylonian country, as in the case of Egypt is cut up with canals...Of all the lands that we know, this is for the most fertile for Demeter’s crop (Herodotus i:193, cited by Moorey 1999:1).

Controlling and taming the Tigris and Euphrates rivers became essential for the survival of the communities around them and this process assisted in “building the social fabric” of the inhabitants (Gruber 1948:70; Hruška 2007:56-58).<sup>40</sup> It was suggested by scholars that the Mesopotamian cities were built on the branches of the rivers for transportation and commerce purposes, although closer studies of archaeological evidence revealed that some of the cities, for instance Uruk, were not situated in an area with a marsh or shallow lagoon (Gruber 1948:71). Gruber opines that an “isolated island” was developed through water drainage, because some of the first settlers built their huts on stilts to gain better access to the supply of fish in the rivers. He mentions that through these draining techniques, water was removed. He refers to this process as “extensive ditch works” (Gruber 1948:70-71).<sup>41</sup>

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the “non-agricultural households” and whether they are “non-agricultural artisans exchanging for grain or rent collectors” (Hunt 1995:290). Cf. Jones (1952) regarding some previous studies done in ancient Mesopotamian agriculture and more recent contributions by Zeder (1991), Cowan & Watson (1992) and Miller & Wetterstrom (2000).

<sup>40</sup> Cf. Rowton (1967) with a discussion of “water rights at an ‘international’ level” regarding a dispute over water rights between an old Babylonian King Rīm-Sîn of Larsa and the king of a neighbouring state, probably the king of Ešnunna (Rowton 1967:268-271). He investigates some texts, especially a Larsa document, to establish which officials were responsible for the silt removal: it seems that those who possessed large holdings along the canal were responsible for this laborious task (Rowton 1967:272).

<sup>41</sup> However, Gruber (1948:72-73) states that he did not know how the valley was irrigated and refers to the Sumerians (4000-3000 BCE) as the first group who made use of irrigation canals. A thousand years later in the dynastic period we encounter written records, which refer to the construction of canals, which the king proclaims, should be repaired and new ones dug for his political advancement. It is suggested that the quantity of water drained from one city to another could be the cause of feuds between the cities, where one city was in a

Furthermore, Flannery (1965)<sup>42</sup> argues that regarding “agriculture and grazing potential” Mesopotamia are divided into four environmental zones, namely the alluvial plain of Mesopotamia, the steppe land of Assyria, the woodland belt of the Zagros Mountains and the edge of the high central plateau of Iran (Flannery 1965:1247). Previous scholars seem to consider these zones as a “cultural and natural area”, a region characterised by a “certain flora and fauna and exploited by a certain group of inhabitants who knew it particularly well”. Flannery (1965:1255) criticises this viewpoint and states that there is no evidence that this was due to the “brilliant invention” of a group or “product of a single environmental zone”. It is more likely that there was a “long process of changing ecological relationships between groups of men (living at varying altitudes and in different environmental settings) and the locally available plants and animals which they had been exploiting on a shifting, seasonal basis” (Flannery 1965:1255).<sup>43</sup>

### 3.2.3 Old Babylonian city life and house structures

Cities in the Old Babylonian world view were important, for each city was seen as the property of a certain great god who guide its citizens in their destiny and gave them protection. The inhabitants were identified in the textual records as coming from a specific city (Crawford 2007:82). Even in Sippar, the contractual parties in some of the division agreements swore an oath to their city.

It is difficult to gain clear insight in the nature of city life<sup>44</sup> so we have to resort to some

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position to drain or interfere with the water supply of the other city (Gruber 1948:72-73). Jacobsen & Adams (1958) opine in their contribution that the progressive changes in soil salinity and sedimentations contributed to the deterioration of ancient civilizations. They stress that most of the settlements were small villages and that the dominant political centres were more towns than cities, because of the combination of soil salinity and maintenance requirements of the channels (Jacobson & Adams 1958:1252-1258). Cf. Helbaek (1960).

<sup>42</sup> Flannery (1965) placed a different emphasis on the region from that of Gruber (1948). Cf. Zarins (1990) who discusses the origins of pastoral nomads and contends that the presence of the term early in the historical record, indicates that the pastoral settled continuum described for the later third and second millennia BCE, was already established by ca. 2900 BCE. Cf. Moore (1982) who provides a new approach to the model for the development of agriculture and sedentary life in the ancient Near East and proposed a model based on archaeological and other evidence acquired mainly during the 1960s, regarding the question of agricultural origins in the ancient Near East. He advocates new directions of enquiry for future research in the formation of agricultural societies in the ancient Near East. He opines that humankind enjoyed a “symbiotic relationship” with certain of the animal species as far as the Middle Palaeolithic time-period and that “hunter-gatherers were familiar with hundreds of species of plants and knew how to process them. They not only regularly harvested but also deliberately sowed them” (Moore 1982:227).

<sup>43</sup> The Sumerian composition of the “farmer’s instruction”, also “Georgica Sumerica” or “farmer Alamanac” as discussed by Civil (1994:1-6) gives some insight of an “ploughman instructions on farming”, which include sowing, harvesting and transport of grain.

<sup>44</sup> Cf. Müller (1940) who discusses different types of houses found in Mesopotamia and makes wide

guesswork based on translated texts. For Postgate (1992:76) in a city-state, there seems to be a “sense of the busy hum of men”; he refers to a literary text from the “Curse on Akkad: the city in its hey-day”:

So that the warehouses would be provisioned,  
Those dwellings would be founded in that city,  
That its people would eat splendid food,  
That its people would drink splendid beverages,  
That those bathed (for holidays) would rejoice in the courtyards,  
That the people would throng the places of celebration,  
Those acquaintances would dine together,  
Those foreigners would cruise about like unusual birds in the sky,  
That (even) Marhaši would be re-entered on the (tribute) rolls,  
That monkeys, mighty elephants, water buffalo, exotic animals,  
Would jostle each other in the public squares...  
Holy Inanna did not sleep  
(Postgate 1992:78).

The household of ancient Mesopotamia<sup>45</sup> is considered a “critical level of cultural and social activity”.<sup>46</sup> Apart from sustaining itself, it contributes to the labour and/or services of other households by exchanging and trading commodities with them (Matthews 2003:169). With

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geographical and temporal comparisons, which include Egypt, Arabia, Cyprus, Crete, Anatolia etc. regarding different rooms found in houses. Yoffee (1988) examines texts in the Ashmolean Museum at Oxford. Cf. Donbaz & Yoffee (1986). Yoffee (1988) discusses a family archive from the village of Dilbat regarding the nature of house and land sales at Dilbat, and examines the interior remodelling and re-building of houses at Dilbat, within the large scope of ethnoarchaeological studies, on the correlation of residential architecture, with the size and nature of household compositions. Yoffee (1995) also examines work done in recent years regarding the political economy of the earliest Mesopotamian states, which includes the organisation of the temple and palace estates. Evidence shows “that local systems of power and authority coexisted with and often resisted centralised governments” (Yoffee 1995:281). Social institutions and individuals play an important role as political forces. Cf. wherein Yoffee (1979) reviews foundations on which archaeologists have based their concepts of social evolution. A critical test of the assumptions of “evolutionism” is therefore provided by case studies of Mesopotamian civilisation in which materials from both pre-literate and literate times are examined. Steadman (1996) outlines recent trends in the archaeology of architecture (mainly domestic in nature), including current work in household archaeology and spatial patterning analysis of architectural remains, and discusses the new models and methodologies generated to interpret these remains. The main areas covered in this review include the New World, Mesoamerica in particular, and Europe with a general focuses on recent work in the ancient Near East. Steadman (1996) contends that the archaeology of architecture is a multidisciplinary field, requiring researchers as anthropologists, geographers, architects, and linguists, etc. He applauds the “interaction” of these fields of specialities. Oppenheim (1964:109-142) affords a sound insight into the city life and urbanism of ancient Mesopotamia, in particular the old Babylonian period.

<sup>45</sup> Cf. Matthews’s (2003:169-182) synoptic outline of archaeological studies carried out by archaeologists such as Roaf on houses of the Ubaid-period (2003:170-171); Stone & Stone (1981) regarding early second millennium houses at Nippur (Matthews 2003:171-174; Stone 1987); Matthews and Postgate’s analysis of sediments and deposits at Abu Salabikh and procedures (Matthews 2003:174-176; Postgate 1990b); Brusacso’s study of old Babylonian houses at Ur (Matthews 2003:176-178) and Wattenmaker’s household economics of later third millennium Mesopotamian town (Matthews 2003:178-179).

<sup>46</sup> Steadman (1996:55) states that household archaeology is important, for “households embody and underlie the organization of a society at its most basic level; they can therefore serve as sensitive indicators of evolutionary change in social organization”.

the studying of the architecture of houses in ancient Mesopotamia, it “reflects the social needs of its inhabitants and as such is a sensitive indicator not only of variations in wealth but also of variations in social organisation” (Stone & Stone 1981:19).<sup>47</sup> Stone & Stone (1981:19) apply this to structures and texts that were excavated during the Old Babylonian Nippur era. Two of the texts originated from House F and six texts from House I. These texts reflect interesting points, such as social needs, inheritance and family structure. Architectural modifications were made to achieve this (Stone & Stone 1981:19-20).<sup>48</sup>

However, the area known as Mesopotamia was an unsuitable locality to erect buildings due to the following reasons: it had an alluvial plain, while there were no suitable building materials present, except for the mud deposits that were obtained from the Euphrates and Tigris rivers.<sup>49</sup> These mud deposits were used to produce sun-dried bricks for private and public buildings.<sup>50</sup>

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<sup>47</sup> Zettler (2003) hopes for a continuation of efforts to “meld” archaeological and written sources, stressing that texts are “inherently biased” and only refer to a certain group of a society, namely the very rich or “urbane elites”. Therefore, archaeologically, artefacts may “‘flesh out’ or enrich textual data and add new dimensions to text-based historical reconstructions” (Zettler 2003:29). On the one hand, there is the Mesopotamian society founded on “highly productive irrigation and dry farming agriculture, with animals — primarily sheep and goat—husbandry and the exploitation of wild animals in more marginal areas. On the other hand there are lexical, literary, and legal and administrative/economic texts providing a wealth of data on subsistence activities” (Zettler 2003:29). The canonical lexical series HAR-ra = **hubullu** includes lists of trees, reeds and reed objects, domestic and wild animals, plants, fish and birds, beer, barley and its products, honey and other foodstuffs (Oppenheim 1964:247; Zettler 2003:29). Postgate (1988) postulated several possible explanations for lack of fruit in Isin-Larsa/Old Babylonia, stating that maybe it was no longer grown or imported due to the deterioration in the administration of irrigation, or a wrong reflection of the situation was given in textual records. This demonstrates deeper understanding of Mesopotamian irrigations systems. The question, as provoked by the Sumerian term **nag-ku<sub>5</sub>**. The **nag-ku<sub>5</sub>** is a lateral reservoir or pond to which excess floodwaters could be diverted. In southern Mesopotamia, the floods of the Tigris and Euphrates came at the time of the spring harvests and so posed distinct challenges for farmers. Though not the **nag-ku<sub>5</sub>**’s primary function, once the floods had subsided, stored excesses could be used for irrigation (Civil 1994:132-34). As Postgate (1988:ix) notes, **nag-ku<sub>5</sub>** does not correspond to any elements of the traditional irrigation system so, perhaps we have to reckon with a somewhat ancient irrigated landscape or perhaps one even radically different from that of today.

<sup>48</sup> Stone (1987:2) looks at “textual, archaeological and architectural data” and more specifically, “the linkage of textual information ... derived from artefacts and architectural plans of house and street patterns”. Stone (1987:2) states that no proper assessment has been made of Mesopotamian residential areas and the following questions remain which she explores in her thesis namely: “What was the basic residential unit? How large were these units? What was the basis for their composition? What was the relationship between large institutions and such residential areas? How were the different units separated from one another? What common features were to be seen in all such units? Were residential units grouped into large quarters?” Stone (1987:2) offered an insightful examination of the named neighbourhoods of ancient Old Babylonian Nippur. She extended Harris’s (1975) research on the *gagûm* gathered from Isin-Larsa and Old Babylonian texts, which were occupied by the *nadîtum* of Sippar, and states that it is “clearly a specialized residential area, one reserved for a particularly secluded group” with an overseer, a *hazannum* who was a kind of “chief magistrate, mayor, burgomaster, headman” (Stone 1987:5).

<sup>49</sup> Cf. discussions by Moorey (1999). He reflects on surveys on archaeological evidence for craft and craftsmanship in the ancient Near East from 8000-300 BCE. From pages 333-364, Moorey (1999) discusses various building materials, brickmaking, decorative techniques in mud brick layouts and different brickworks.

<sup>50</sup> Wiseman (1972) made an interesting contribution in discussing a small tablet BM38217 and theorises whether the plan on the clay tablet represents an actual building or is an “ideal” school exercise drawn up by an architect. He also refers to a study of twenty-one ground plans of buildings listed and illustrated by Heinrich and Seidl, which show that in the early old-Babylonian period, the walls were thick and doorways were marked by



There were also a scarcity of energy supplies<sup>51</sup> so baked bricks were used only for drains, damp courses, bathroom floors and courtyard pavements. Bitumen obtained from Hit on the Euphrates, served as mortar in construction (Moorey 1999:335). It had the special quality of being waterproof. Reeds and ribs of palm fronds were used for the roof and ceilings, and other temporary structures (Frankfort 1950:98).

Oats (1990:388) studied texts on the “rectangular mould-made bricks of standard size” and mentions that they were “common building material” in the ancient Near East which are still in use today.<sup>52</sup>

For the purposes of this study, regarding the division of the house into different sections, the characteristics of this building material are useful as it is renowned for its “adaptability and ease of construction” (Oats 1990:389). Therefore, houses could be “readily cut [up] and shaped such as the insertion of a new doorway, niche or window”. No skills were required for the erection of more simple structures.

Plenty of sunshine was required for the “drying process”. The earth (mud) was readily available in great quantities, the same was not true for water and straw. Great quantities of water were needed, especially for mixing plaster, so this could have been a difficulty. The availability of straw depended on the harvest of the previous year, so this too could have presented a problem (Oats 1990:389).

The researcher believes that the problems mentioned above could pose difficulties for the construction of huge buildings and temples, but lesser for the renovation and alteration of a house to suit the needs of the contractual parties in the division of the house, into different

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clear openings. There are some indications of the purpose or size of the buildings (Wiseman 1972:145). He argues that although it could be an outline by an architect of a “yet unidentified public building”, “the unusually large building in the court and the lateral chamber may show that this too is a scribal essay made in the course of his education as a surveyor.” He makes reference to scribes that work in the field and conduct other surveys and he also refers to the named “land-registrar” (*šassukku*) who although not called a “scribe”, is listed “after the various types of specialist scribes in lexical lists” and according to him “belonged to the Old Babylonian educated classes” (Wiseman 1972:146). He also contends that the “land-registrar himself might work under a high administrative official (*zazakku*) who until Old Babylonian times was listed high up in the hierarchy of scribes and, though primarily occupied in assessing taxes on real estate, was engaged in survey work” (Wiseman 1972:147).

<sup>51</sup> Fuel was used to melt bitumen and mix to it with mineral and vegetable mixtures (Moorey 1999:334).

<sup>52</sup> Its composition consists of soil, chopped straw and water which were “shovelled and trodden into a consistent mixture” forming bricks in an “open mould” and laid out in the sun to dry. The mortar was made of the same composition, but was “more plastic” for it was not “exposed to the drying process” (Oats 1990:388).

sections.

Regarding the city life: the streets were narrow, which provided protection from the elements, such as the sun and dust from the desert winds. The city's streets were mostly crooked and the dead ends were closed off by gates, creating an isolated community. Some streets even had names (Van de Mieroop 1997:79).

The houses were close to each other, similarly assisting in protection against heat and dust (Van de Mieroop 1997:81). The layouts of rooms differed; however, two basic variants occurred: "a set of rooms merged together in an agglutinative pattern" and a courtyard with surrounding rooms, accessed only by the courtyard, which assisted against the heat during the day and the cold at night. There were almost no outside windows, and very thick brick inner and outer walls, making the rooms small, which necessitated that domestic activities took place in the courtyard. Second storeys did not exist in the south of Mesopotamia, although in the north there is some evidence of them and scholars assume that inhabitants slept on the roof (Van de Mieroop 1997:81).

### 3.3 PRACTICAL IMPLICATIONS OF FAMILY DECEASED DIVISION AGREEMENTS

The beneficiaries devised some form of co-operation within a family discussion, as well as some practical reasoning to facilitate the shift from co-ownership to sole ownership, regarding some or all of the communally held inherited assets.

The researcher suggests that in a complicated estate containing garden/s, field/s, house/s, stock, slaves and household goods, the procedure probably first included the compilation of an inventory. Each asset's value was calculated, perhaps with some offerings made to the deceased parent.<sup>53</sup> *Prima facie*, the procedure looks elementary and easily manageable, but

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<sup>53</sup> According to Bayliss (1973:119) from the evidence of a few curse formulae *kudurrus* inscriptions referring to a beneficiary of the deceased estate and specific terminology, it seems that funerary cult duties are closely connected with the inheritance process, for instance: "May (Ninurta) deprive him of an heir, a pourer of water"; "May (Ninurta) make him forfeit his heir, his pourer of water"; "May (Ninurta) cause him not to acquire an heir, a pourer of water" (Bayliss 1973:121). However, this "special ceremonial role of the eldest son" in the Old Babylonian period "cannot conclusively be connected with the funerary cult". She suggested that the "funerary cult was a mechanism both for the perpetuation of the identity of an individual after his death and for the alleviation of tensions, anxiety and guilt experienced on the death of a relative". Bayliss (1973:121) concludes that probably there would be "moral pressure" on sons who succeeded their fathers. In no popular or royal cults are there "any direct link with inheritance or with a special role of the eldest son in inheritance" (Bayliss 1973:125). Postgate (1992:98-99) states that in early dynastic times until the Old Babylonian period

the needs of the contractual parties, and the elements of the Old Babylonian architectural layout and agricultural landscape, could cause such a division to be complex, which is not always noticeable in the details of the recorded family deceased division agreement.

For instance in the division agreements of Nippur<sup>54</sup> as well as in one of Larsa,<sup>55</sup> an award was made to the eldest brother, which meant that a certain percentage of the preference portion first had to be set aside before the actual division could take place;<sup>56</sup> thereafter the assets could be apportioned evenly among the contractual parties.

In some Larsa,<sup>57</sup> Nippur<sup>58</sup> and Sippar<sup>59</sup> agreements lots were drawn<sup>60</sup> and the portions were allocated as sole ownership to the persuasive contractual party.

Where one contractual party received more value in terms of its assets than the others, the parties could agree to bring in additional assets or money to equalise the division, in exact value portions (**in-an-an-búr**).<sup>61</sup> In other agreements, the values and assets were not divided up into equal portions; thus, a kind of donation took place, while in yet other agreements an equal division of assets took place, which showed that an exchange had taken place.

The sale (“bringing in”), donation and/or exchange mechanisms in the agreements are the solutions that the parties used to alter co-ownership of the communally-shared inheritance to sole ownership: in each agreement, one or all of these solutions could be applied, regarding all or some of the communally held inherited assets.

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there was a common practice of burying the dead in the house; it seems in the early periods this is the reason why the eldest son inherited the house. However, regarding this aspect of the religion, cult and offerings there are no references in the Old Babylonian period, although personal gods exist and references are made to them in old Babylonian conversational greetings (Postgate 1992:99).

<sup>54</sup> Cf. N1, N2, N6, N8, N9 and N10 (6 of the 10 agreements) Part C Nippur (**gišbanšur zag-gú-lá sīb-ta mu-nam-šeš-gal-še**).

<sup>55</sup> Cf. L10 Part C Larsa (1 of the 10 agreements).

<sup>56</sup> No preference portion is found in the 26 texts of Sippar.

<sup>57</sup> Cf. L5, (**gišsub-ba**) L6 (*išqu*), L8 (*išqu*), L10 (**gišsub-ba**). This is found in 4 of the 10 agreements. Note Part C Larsa (**gišsub-ba/ išqu**).

<sup>58</sup> Cf. N1, N2, N4, N5, N7, N8, N9, N10. This element is found in 8 of the 10 agreements. Note Part C Nippur (**gišsub-ba-ta in-ba-eš** or variants).

<sup>59</sup> Cf. one of the 26 agreements S26 in Part C Sippar (*tu-ba-ti-šu*).

<sup>60</sup> Cf. the discussion by Kitz (2000) regarding her review of undivided inheritance and lot casting in the Book of Joshua of the Bible wherein she makes a comparison between an old Babylonian Nippur case study and the significance it has for the interpretation of the Book of Joshua.

<sup>61</sup> Cf. N1-N9. This element is found in 9 of the 10 agreements. Note Part C Nippur. Cf. Larsa texts: L3, L4, L6, L7, L8, L9 of Part C Larsa. Cf. one text from Sippar S22 in Part C Sippar.

The researcher proposes the following practical realities the contractual parties may encountered during the negotiation process to divide the communally-shared property. It was a well-known practice among farmers throughout the world to gain a good knowledge of the potential value of land on which they wanted to farm. After all, a capital investment had to be made before any benefits of their labour could be expected.<sup>62</sup> In ancient Mesopotamia, the farmers had to manage on areas, which were mostly small with limited inputs of resources, and could produce only enough food to meet the needs of their families. Mesopotamians depended on the Tigris and Euphrates rivers for farming.<sup>63</sup> The silt left over from the flooding of these rivers made the soil fertile. Irrigation produced an extra supply of food. Therefore, a “good” farmer would have known the soil type and the type of farming and organisation required. The only profitable way to farm on fields and gardens was sound economical farming and usage. Furthermore, good co-operation and a mindfulness of all the beneficiaries’ needs as contractual parties were essential when plotting out units of assets, to ensure that each party received an equal economic and monetary benefit, when becoming a sole owner through the casting of lots. Doing so had the advantage that in decision making each participant purposefully, but with good intent, agrees on the proper appropriation of each section, as any party could end up with any divided portion. Thus, the whole process of the division of communally-shared inheritance entailed more than casting a few lots.

In instances of fields, gardens and houses, the co-operation became complex. The fields and gardens in these agreements were first plotted out into different sections. Even if the property looked distributable, this was not necessarily the case; for fields and gardens in different areas had different agricultural, monetary, usage and other values. Due to ground formations and geographical structures some areas in a field or garden were better suited to a certain kind of cultivation, whereas some areas were “poorer” or of lesser value than others.

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<sup>62</sup> Chernoff (1992) investigates Tell Ifšar’s farming community in the first millennium regarding society’s influences on farmers’ planting strategies. This author opines, “orchard crops and field crops require different capital investments and different patterns of management” (Chernoff 1992: 218-219). See also Bogaard (2005) discussion on “*Garden agriculture and the nature of early farming in Europe and the ancient Near East*”. Hruška (2007:58-61) gives a summarised account of the type of labour and capital investments made on arable soil and the continuous preparation of fields. Animals were utilised in a “soil-preparation technology” using a variety of different implements, human- and animal labour (Hruška 2007:60-61).

<sup>63</sup> With regard to the importance of agriculture in old Babylonia to make a good living an old Babylonian proverb states that “The strong man lives from the price of his hire, but the weak lives from the price of his children” (Langdon 1912:223). Langdon (1912:223) avers that this points to the “frailty and helplessness of man compared with the fertility and independence of nature”. The agricultural difficulties encountered in producing and maintaining a harvest meant that only a “strong man” could manage to survive financially and avoid the harsh reality of “sell[ing] their children to obtain food to eat”. This entails that the “strong man” must produce food from the fields and gardens, but cannot consume what he produces. He must sell it and live from his earnings (Langdon 1912:223).

As regards movable property such as slaves and wooden objects, the division would have been simpler. An easier assessment of the values could be made, and in circumstances where the values were more or less the same and there were a number of assets, it was easier to give each beneficiary an asset.

### 3.4 EXAMPLES OF PRACTICAL IMPLICATIONS OF CITY LIFE AND LANDSCAPE ELEMENTS

#### 3.4.1 Introduction

Examples are synoptically outlined regarding six division agreements from Nippur, Sippar and Larsa.

From Nippur, two agreements are described. One division agreement is discussed by Stone & Stone (1981) and Stone (1987). This division agreement is examined together with later sales agreements reflecting a change of ownership and some residential patterns of Nippur. The other agreement from Nippur is text N1, from Part C, under the heading Nippur.

Regarding Larsa text L2 from Part C, under the heading Larsa is examined.

The Sippar texts S11, S12 and S13 under Part C, under the heading Sippar is also discussed.

These are practical examples illustrating some of the dynamics of the practical application of Old Babylonian landscape and residential structures in the implementation of a family deceased division agreement.

#### 3.4.2 Division agreement between the brothers Enlil-mansum (eldest brother), Ṭab-balaṭu, Ur-ukuga and Enlil-glazu

In their discussions, Stone & Stone (1981) and Stone (1987) express the opinion that architectural modifications can be observed by studying this “inheritance text/agreement” and several sales agreements. After the subdivision of the assets stemming from the inheritance division agreement, over time each brother sold his property, after which certain houses (and/or sections thereof) were again subdivided, sold, and resold.<sup>64</sup>

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<sup>64</sup> The term for house property was **é-dù-a**. Sometimes it is translated as a “house”, but there is more to this

According to Stone & Stone (1981:24) with the named “inheritance text, 3N-T 94” it seems there was a family deceased division agreement. Unfortunately, the text was not made available. Stone & Stone (1981:24) describe the division as follows:

Inheritance: Ilu-naši divides 88 **gin** house between his sons, with Enlil-mansum receiving 31 **gin**, and Ṭab-balaṭu, Ur-dukuga and Enlil-glazu receiving 19 **gin** each (Si 9/4/20, 1742 BCE, Published Findspot: TA 178K).

Stone (1987:65-67) also discusses House I and its architectural observations, and in the study concludes that this division agreement was recorded in 1742 BCE after the death of the father. Stone & Stone (1981) provides a unique investigation of the property by studying the residence patterns of certain houses and their transactions.

House I, which is of importance for this discussion, was the house of the deceased father who had four sons. When looking at the time-frame, the sons and their father lived together as an extended family at the time of the father's death. Therefore, at their father's death and the division of the house, they acquired ownership, as seen through evidence of sales agreements, and had the opportunity to sell their property as a unit on its own. Stone & Stone (1981:26) believe they still shared and maintained ownership of their shares.<sup>65</sup>

The researcher partially agrees with Stone & Stone (1981:26) that this was the property of an extended family and the father was the head of the household. Everything changed after the father's death. A division agreement was concluded between all four of the brothers wherein the common property inherited from their deceased father's estate was divided into separate agreed portions. In this instance, the rooms were divided among the brothers. Then after the

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term. Stone & Stone (1981:26) argued that this term's translation is at best a “roofed floor space” for the following reasons. Wooden items such as doors, ladders and locks add to the value of property. They argued further that today in southern Iraq the wooden roof beams constitute a “significant and valuable part of the house”. The **é-dù-a** were only small areas. Therefore the **é-dù-a** were only floor areas with a roof; areas such as courtyards and walls were not considered as part of the **é-dù-a** (Stone & Stone 1981:26).

<sup>65</sup> This type of “ownership” which Stone & Stone (1981) propose is the same as in the early Roman and early Classical Period, and to a certain extent the old Germanic legal tradition. In early Roman law the right in terms of which more than one person is an owner of something was known as the *community ercto non cito*, that is, co-ownership between heirs (beneficiaries) and in the case of brotherhood (*consortium*). The *consortium* was “an imitation of the community of co-heirs and the forerunner of a partnership” (Kaser 1984:123). Sharing common features with this concept was the Germanic “joint hands”, the *Gesamthand*. Common owners do not possess an undivided share in the common property although they can dispose of their portion of the property, mathematically calculated. It seems that the owners have a “mutual trust”, and each common owner could dispose of his mathematical share, but the whole of the corpus of the property could only be disposed of by all of them, in agreement (Kaser 1984:123).

conclusion of the division agreement the first and third sons, according to Stone & Stone (1981:24-25) “have little use for this property” and alienated their property to the other two brothers. Only two brothers were left with their separately owned properties and one of these brothers sold his property to an outsider, leaving only one brother (of the four original owners) still with a property share in his late father’s house (Stone & Stone 1981:24-25; Stone 1987:65). Thus the three brothers, including the eldest brother who received the greater share went into separate sales agreements, regarding their newly acquired awarded portions as per the agreed division agreement.<sup>66</sup>

Therefore, according to the text 3N-T94 the house is divided between the sons Enlil-mansum, Ṭab-balaṭu, Ur-dukuga and Enlil-glazu. Ilu-naši was the father and testator; on his death, the sons divided the estate. The eldest son Enlil-mansum received a greater portion. Stone & Stone (1981:21) refer to the preference portion and mention that it is usually 10%. In accordance with the diagram copied from Stone & Stone (1981:21), some information is added to explain the architectural structure, and social and inheritance agreements, as follows:

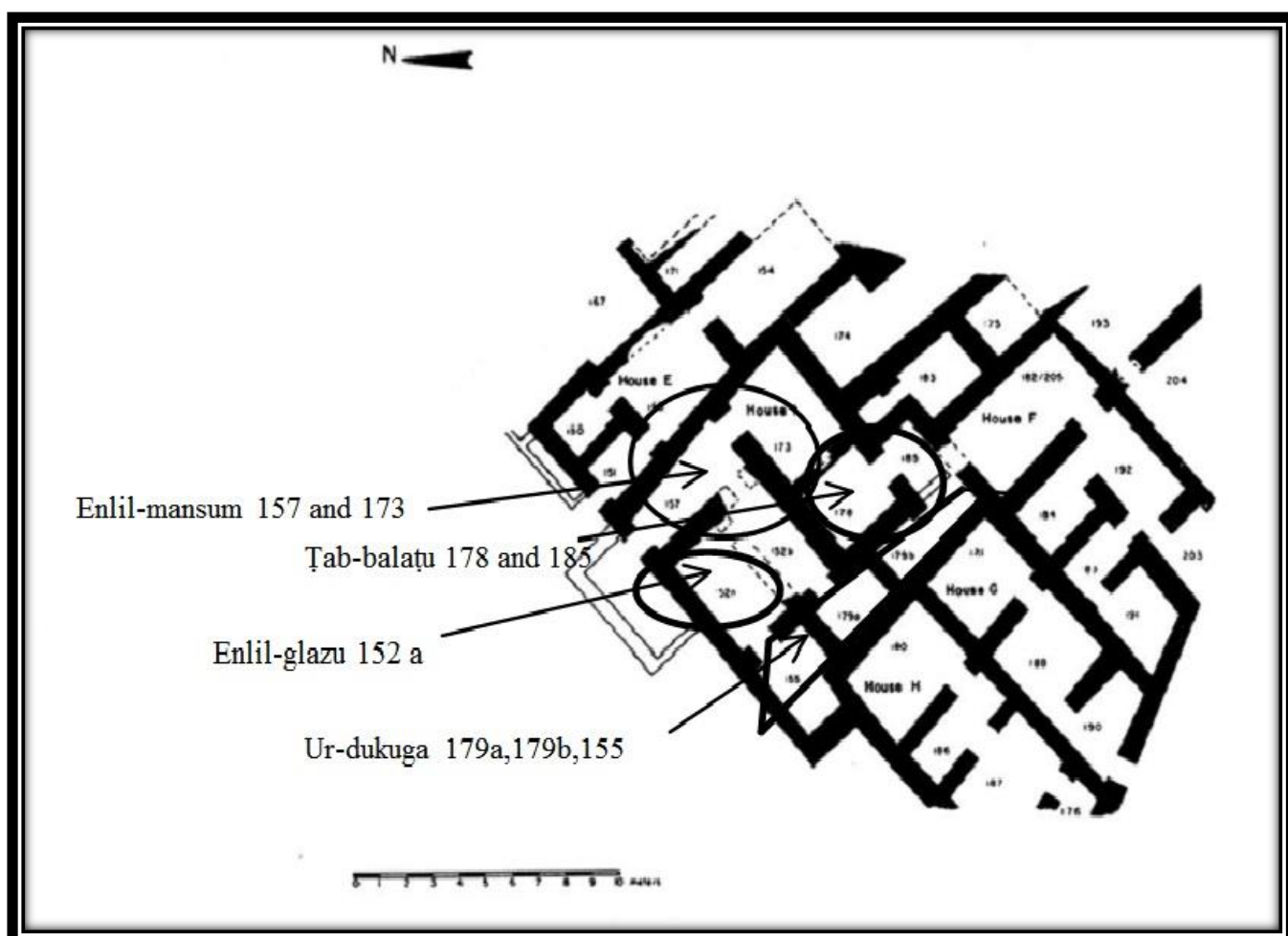
The total measurement of the paternal house, which is divided among the brothers, is eighty-eight (88) **gin** (Stone & Stone 1981:21). See the table (*infra*) reflecting the portion allocated to the eldest son Enlil-mansum of a total of 35.17% which is larger than the different percentages of apportionments to the other brothers. The one son Ur-dukuga receives only 16.86%. Two brothers receive 24.62% and 23.56% respectively. This division makes it difficult to ascertain what percentage of the eldest brother’s portion was his allocated portion of inheritance, or his preference share. By rough calculations, it seems that the eldest brother’s portion of 35.17% shows an average of 21.61% as the agreed allocated residue portion, and possibly an average of 13.55% as the preference portion. The one brother Ur-dukuga who only received 16.86% represents an interesting division in the sense of the unequal portions’ percentages. Upon closer inspection of the house structure, it seems the best the contractual parties could manage to do, with the division of the house, into separate portions of sole ownership.

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<sup>66</sup> Cf. table 4 (Stone & Stone 1981:24), named the “catalogue of texts relating to house I”: outlining six transactions read together with table 14 “house I transactions” in Stone (1987:66).

**Table 1 Allocation of portions**

Brothers (sons of Ilu-naši)	m <sup>2</sup>	Agreement m <sup>2</sup>	% portion
<b>Enlil-mansum</b>		18.36	35.17
157	8.1		
173	10.26		
<b>Ṭab-balaṭu</b>		12.75	24.42
178	7.29		
185	5.46		
<b>Enlil-glazu</b>		8.8	16.86
152a	8.8		
<b>Ur-dukuga</b>		12.3	23.56
179a	2.7		
179b	3.75		
155	5.85		
	52.21	100.00	



**Figure 2 Presentation of House I (Stone & Stone 1981:21) with researcher's inclusions of different portions awarded to the contractual parties**





Figure 3 Photograph from west of House I (Stone & Stone 1981:21 Plate II) <sup>67</sup>

Stone & Stone (1981:24) state that at first, ten percent of the entire estate is divided as a “preference portion” to the eldest son, and then the remainder of the estate is “divided exactly” between the beneficiaries. They opine that each beneficiary would receive a “room or rooms since houses do not lend themselves to exact division”. They suggest that the preference portion was first awarded, then the eldest’s “regular share”, after which the others received their share. For the “purpose of apportionment”, they consider the houses as “linear or circular strings of rooms” which were divided “in order of descending age” (Stone & Stone 1981:24). According to them, there was some “assignment of rooms” where the eldest son receives his portion first, and then the others receive theirs. However, there are no references to the descending birth order of sons in the texts themselves and Stone & Stone (1981) made their observations in terms of the outline of the rooms. Also, in other Nippur texts, discussed later in this study in Part B and C, there is a preference share (natural element 8) in Nippur that sometimes specifically mentions an eldest son.

In other texts as explained in discussions later in this chapter, there seems to have been a degree of rebuilding of the common property in some instances, to necessitate a division;

<sup>67</sup> Note this photograph from the west, as well as the arrows which show the locations of the stubs of the wall, separating 152a from 152b (Stone & Stone 1981:21 Plate II).

extra compensation was noted expressly as compensation for the rebuilding.

In a particular house, in this case study there was a bakery – an oven, which caused that part of the house to be of greater monetary and usage value – and that part of the house was allocated to the eldest as part of his preference share. In text N1 (*infra*) Part C Nippur, there was also a bakery which the eldest son received.

### 3.4.3 Division agreement between the brothers <sup>d</sup>Sîn-imaguranni, Tarîbum and Anu-pî-<sup>d</sup>Ilabrat (N1)

#### 3.4.3.1 Background information

This is a recorded division agreement captured on clay - between three brothers: <sup>d</sup>Sîn-imaguranni (the eldest), Tarîbum and Anu-pî-<sup>d</sup>Ilabrat wherein they divided by mutual agreement (as may be observed in line 12 of text, N1) their communally-shared inheritance, inherited from their deceased father's, <sup>d</sup>Sîn-Iriš's, estate. <sup>d</sup>Sîn-imaguranni is the eldest brother, as shown in lines 4 and 14 of the N1 text. The division of all the awarded assets to the contractual parties is reflected on this tablet.

Detailed descriptions and measurements of assets referring to the neighbouring properties of the parties are reflected in the text. There are witnesses present of whom the scribe is one. The contractual parties agreed that they will not in future lay claim to each other's assets. No penalty is mentioned. However, if there is a claim the claimant must be heard by the king. Seals were made for this agreement, their impressions appeared before the **hala** lines. For this occasion, the seal is engraved with the names of all three brothers. The oath is "heard" by the king, but his name is not mentioned.<sup>68</sup>

In this division agreement the elements **in-na-an-búr** clause, rule of preference portion of the eldest brother (<sup>giš</sup>**banšur zag-gú-lá sīb-ta mu-nam-šeš-gal-šè**) and casting of lots (<sup>giš</sup>**sub-ba-ta in-ba-eš**) are included. The **in-na-an-búr** clause is used to balance the value of each deceased estate asset awarded to a beneficiary as a *quid pro quo* in relation to other beneficiaries' awarded assets, in an ingenious conjunction with the rule of the preference portion of the eldest brother (<sup>giš</sup>**banšur zag-gú-lá sīb-ta mu-nam-šeš-gal-šè**) and the casting

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<sup>68</sup> Cf. Part C regarding three Sippar texts S20, S25 and S26 wherein an oath occurs in the temple.

of lots (<sup>gis</sup>**sub-ba-ta in-ba-eš**). Owing to the presence of this clause, the division of the separate assets is more or less equal. In most cases, this <sup>gis</sup>**sub-ba-ta in-ba-eš** clause was present together with the **šeš-a-ne-ne-ra in-na-an-búr** clause.

#### *3.4.3.2 Outline of paternal assets distributed between beneficiaries*

The outline of the division of the communally-shared inheritance assets between the beneficiaries must be read in conjunction with the text and graphic outlines of the fields and house (*infra*).

Upon a division agreement, it seems that the contractual parties firstly divided complex estate assets consisting of fields, gardens, a house, slaves, wooden objects and some money brought in for a dowry, in order to estimate the apportionment of a certain percentage as the preference portion to the eldest. After the said apportionment, the contractual parties consensually agreed to plot out the fields, gardens and house into separate sections so as to facilitate, by means of a casting of lots, an equal division of shares in the sole ownership. It is evident from the outline that the brothers ingeniously divided the property of co-ownership into pieces, which could be economically viable, and to achieve these, different solutions of donation, exchange and sale were used.

Lengthy discussions would have taken place to facilitate an agreement for the meticulous estimation of the portions of sole ownership and thereafter to divide the communally held estate assets by the casting of lots. This outline reflects some of the dynamics of recorded division agreements in Old Babylonian Nippur.

**Table 2 Outline of awarded portions of brothers <sup>d</sup>Sîn-imaguranni (eldest), Tarîbum and Anu-pî-<sup>d</sup>Ilabrat**

<b>Solution</b>	<b><sup>d</sup>Sîn-imaguranni (eldest brother)</b>	<b>Tarîbum (brother)</b>	<b>Anu-pî-<sup>d</sup> Ilabrat (brother)</b>
<b>Preference portion</b>	17 1/4 <b>gin</b> improved real estate 1 <b>ubu</b> and 20 <b>sar</b> fields of Gula region 10 <b>sar</b> fields of Gula region 1 tray of honour		
<b>Donation</b>	<sup>2</sup> / <sub>3</sub> <b>sar</b> and 1/2 <b>gin</b> improved real estate	<sup>5</sup> / <sub>6</sub> <b>sar</b> and <sup>1</sup> / <sub>6</sub> <b>gin</b> improved real estate	<sup>5</sup> / <sub>6</sub> <b>sar</b> and <sup>5</sup> / <sub>6</sub> <b>gin</b> improved real estate
<b>Exchange</b>	1 <b>iku</b> and 10 <b>sar</b> of fields Gula region	1 <b>iku</b> and 10 <b>sar</b> fields of Gula region	1 <b>iku</b> and 10 <b>sar</b> fields of Gula region
<b>Exchange</b>	1 <b>iku</b> of fields of Gula region	1 <b>iku</b> and 10 <b>sar</b> of fields of Gula region	1 <b>iku</b> and 10 <b>sar</b> of fields of Gula region
<b>Donation</b>	10 <sup>1</sup> / <sub>3</sub> <b>gin</b> improved real estate, a “bakery”		
<b>Exchange</b>	30 <b>sar</b> fields Gula region	30 <b>sar</b> fields Gula region	30 <b>sar</b> fields Gula region
<b>Exchange</b>	1 door spruce wood of entrance of papahhum	1 door spruce wood of palace	1 door spruce wood of entrance of house
<b>Bringing in of money /Sale</b>	1 <b>dibba</b> door,- whose value is 5/6 of a silver shekel		
<b>Exchange</b>	1 tray	1 tray	1 tray
<b>Exchange</b>	<sup>1</sup> / <sub>3</sub> household possessions	<sup>1</sup> / <sub>3</sub> household possessions	<sup>1</sup> / <sub>3</sub> household possessions
<b>Bringing in of money /Sale</b>			“6 silver shekels, by reason of the surplus of the house and the work put in on the house, Taribum has paid in balance to Anu-pi- <sup>d</sup> Ilabrat. By reason of Anu-pi- <sup>d</sup> Ilabrat's having no wife, the debt of his father's house he does not share” (see Part C, text N1).

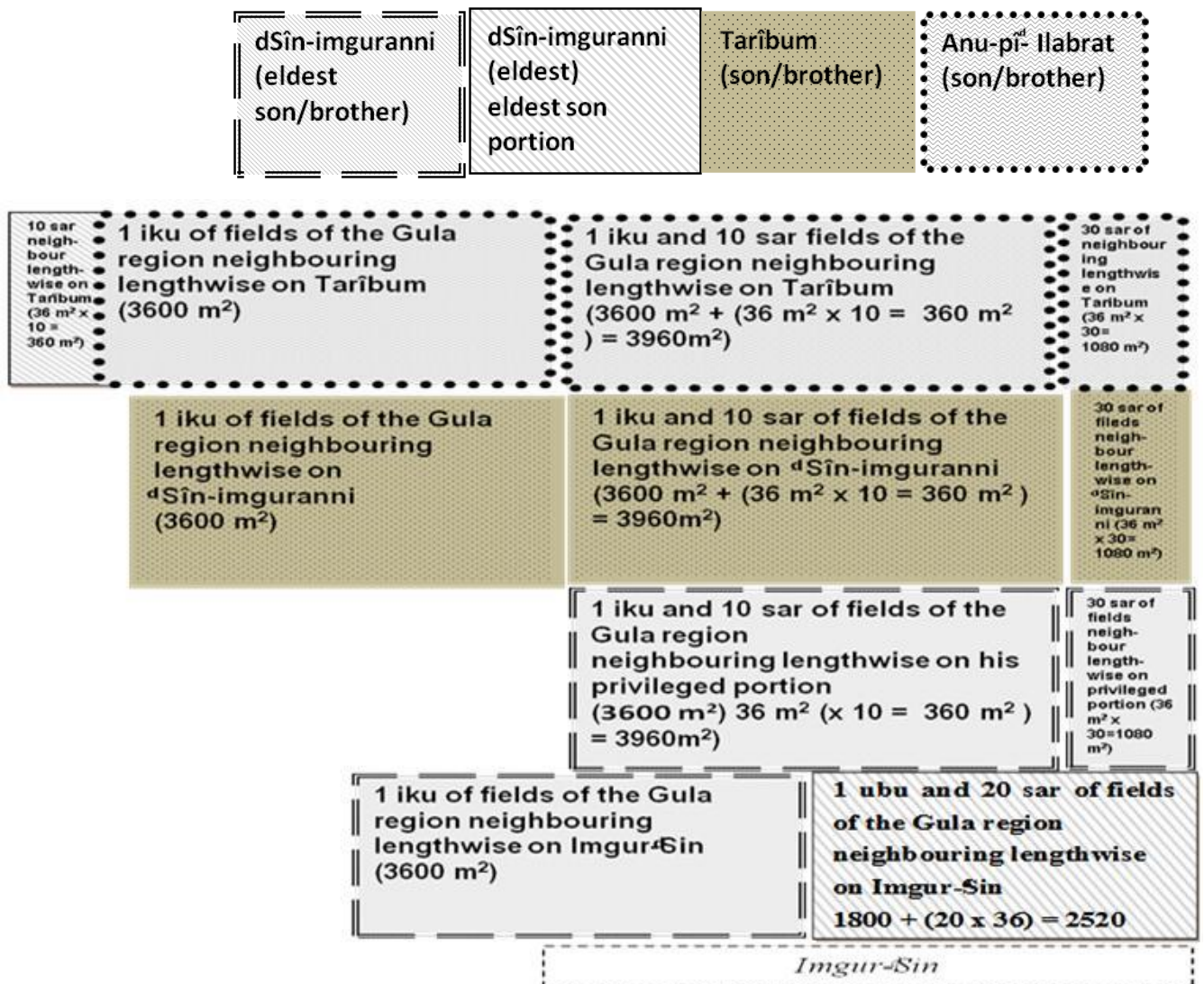


Figure 4 Schematic outline of field division of brothers: dSîn-imguranni (eldest), Tarîbum and Anu-pî-Ilabrat

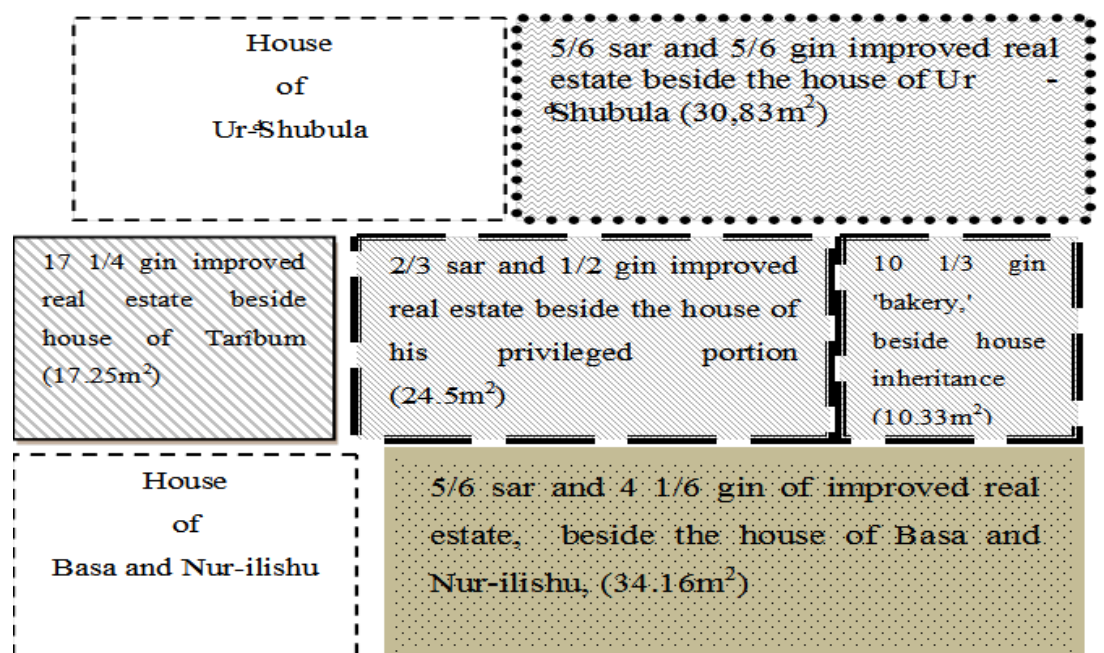


Figure 5 Schematic outline of house division of brothers: dSîn-imguranni (eldest), Tarîbum and Anu-pî-Ilabrat

### 3.4.4 Division agreement between the brothers Bêlessunu and Hiššâtum (L2)

#### 3.4.4.1 Background information

This is a division agreement of an unknown paternal estate between two brothers Bêlessunu and Hiššâtum regarding the awarded divided assets of both brothers recorded in the Rīm-Sîn-period. It seems that the whole estate is divided, including an already built house, some wood and an orchard. No slaves are mentioned. Both brothers' divided awarded assets are reflected. Reference is made to "as much as there was"-clause, as follows: "movable ground, orchard, furniture, goods and liquidities as much as there was, who belonged to their father, they divided".

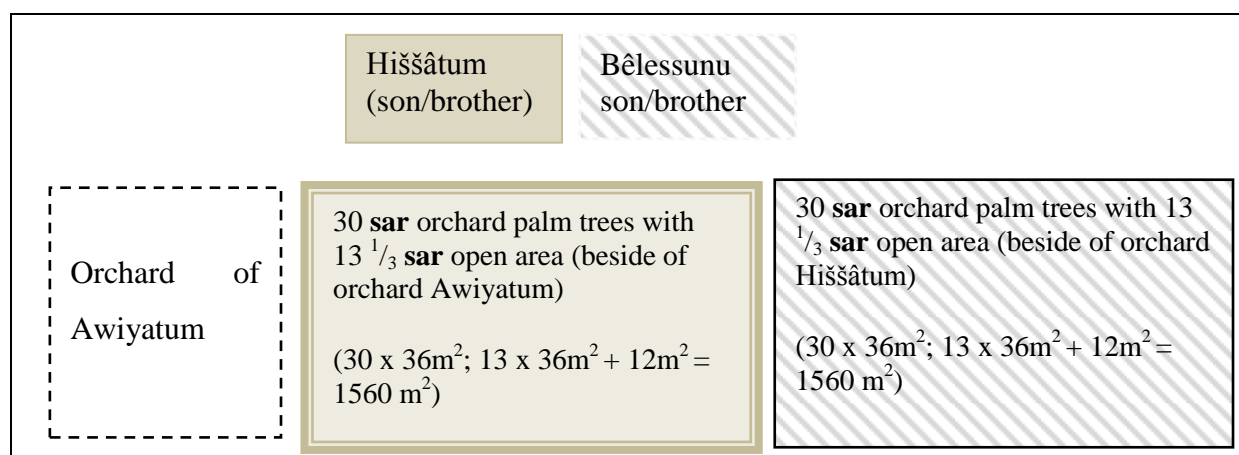


Figure 6 Schematic outline of division of fields of brothers Bêlessunu and Hiššâtum

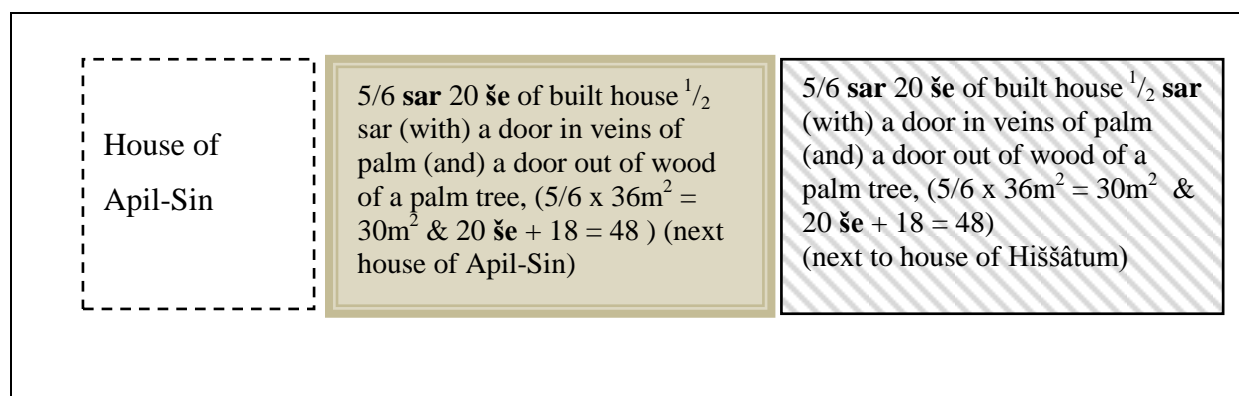


Figure 7 Schematic outline of division of house of brothers Bêlessunu and Hiššâtum



### 3.4.4.2 Outline of paternal assets distributed between beneficiaries of the estate by means of exchange

Through the means of exchange an exactly equal division of awarded assets was reached.

**Table 3 Outline of awarded portions of brothers: <sup>a</sup>Bêlessunu and Hiššâtum**

<b>Solution</b>	<b>Bêlessunu</b>	<b>Hiššâtum</b>
<b>Exchange</b>	$\frac{5}{6}$ sar 20 še of built house	$\frac{5}{6}$ sar 20 še of built house
<b>Exchange</b>	$\frac{1}{2}$ sar (with) a door in veins of palm (and) a door out of palm tree wood	$\frac{1}{2}$ sar (with) a door out of palm tree wood
<b>Exchange</b>	30 sar of orchard of palm trees (with) 13 $\frac{1}{3}$ sar of open area	30 sar of orchard of palm trees (with) 13 $\frac{1}{3}$ sar of open area

In this agreement, the beneficiaries use the division agreement as a method and unique arrangement, to re-allocate and trade their rights in the communally-shared inherited property.

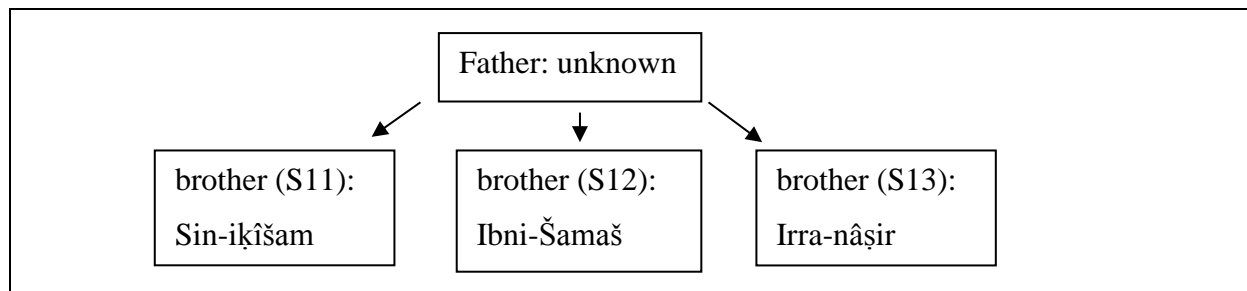
### 3.4.5 Three recorded division agreements regarding one oral agreement (S11, S12 and S13)

#### 3.4.5.1 Background information

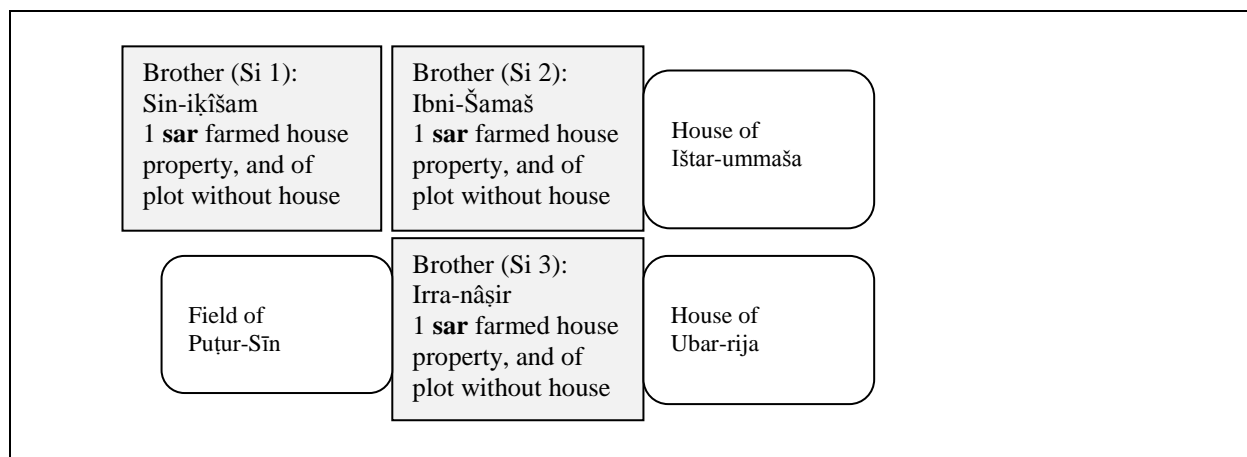
The three texts from Sippar, that are S11, S12 and S13 included:

- S11, only the agreed portion of Sin-iḫīšam in the division agreement of the paternal estate between Sin-iḫīšam, Ibni-Šamaš and Irra-nâšir;
- S12, only the recorded agreed portion of Ibni-Šamaš in the division agreement of the paternal estate between Sin-iḫīšam, Ibni-Šamaš and Irra-nâšir; and
- S13, only the recorded agreed portion of Irra-nâšir in the division agreement of the paternal estate between Sin-iḫīšam, Ibni-Šamaš and Irra-nâšir.

These agreements were recorded in the 12<sup>th</sup> reign of King Sin-mubalit. All the texts were concise recordings, and each brother kept his copy of the agreement as proof of his agreed divided portion of sole ownership.



**Figure 8** Schematic outline of texts S11, S12 & S13 family members



**Figure 9** Schematic outline house division of brothers in texts S11, S12, S13

### 3.4.5.2 Outline of paternal estate assets distributed

The beneficiaries as contractual parties consensually agreed to divide the different assets of their deceased family member's estate. The three brothers received the same assets in more or less equal portions by means of exchange or barter.

**Table 4** Outline of awarded portions of brothers: ʿSin-iḫiṣam, Ibni-Šamaš and Irra-nâšir

Sin-iḫiṣam (Si 1)	Ibni-Šamaš (Si 2)	Irra-nâšir (Si 3)
1 sar farmed house property, and of plot without house	1 sar farmed house property	1 sar of plot with house and of plot without house

## 3.5 CONCLUSIONS

The maintenance of the house and household and its subsequent preservation with regard to its inheritance shares were important, especially the sustainability and profit of each core



household. The latter were not easily achieved, as the environment of ancient Mesopotamia was predominantly hostile and the inhabitants relied mainly on artificial water channels, as well as the fortune of favourable environmental factors, to assist in sustaining life and agricultural needs.

The building and re-building of residential structures, although elementary, was not that easy, as no suitable building materials were readily available, except for the mud deposits that could be obtained from the Euphrates and Tigris rivers to produce mud bricks baked by the sun.

For purposes of sustaining life after acquiring the property, the existing agricultural and architectural problems, needs and elements could make a division complex. In a case where the beneficiaries of communally-shared assets could not share ownership, they had to receive awarded portions and/or assets to sustain each individual and his/her core family unit in such a way that the family unit could still make a profit and/or at least sustain itself.

In such circumstances, the contractual parties would devise a dividing-up of the communally-shared property into different portions of sole-ownership. The contractual parties used a sale (“bringing in”), donation and/or exchange as solutions, which the parties used to alter co-ownership of the communally-shared inheritance to sole ownership: in each agreement, one or all of these solutions could be applied regarding all or some of the communally-held inherited assets.

During negotiations prior to the final agreed conclusion of the contract and implementation of solutions, certain factors needed to be taken into account, and the success of the final division was subject to certain knowledge and abilities of the contractual parties.

Firstly, a good knowledge of the potential value of land was needed, for a capital investment had to be made before any benefits of their labour could be expected. The majority of Old Babylonian farmers managed their farms on small areas with limited inputs of resources. A successful farmer would know the soil type and the type of farming and organisation required for sound economical farming and usage.

Furthermore, the family deceased division agreement was a mutual one, so that good co-operation and mindfulness of all the beneficiaries was essential. An ingenious

construction of a division of complex estate assets consisting of field/s, garden/s, house/s, slave/s and wooden objects was essential to establish a mutual agreement that was agreeable and profitable for all parties concerned.

In practice, probably the fields and gardens in these agreements were first plotted out into different sections. Due to ground formations and geographical structures, some areas in a field or garden were better suited to a certain kind of cultivation, whereas some areas were “poorer” or of lesser value than others.

Reflecting on the practical realities encountered by contractual parties in such an agreement, some examples are synoptically outlined regarding chosen Old Babylonian division agreements from Nippur (2 clay tablets), Larsa (1 clay tablet) and Sippar (3 clay tablets regarding one agreement).

From a Nippur division agreement text and the investigation of House I’s residential patterns and some transactions, Stone & Stone (1981) and Stone (1987) discussed the property of an extended family from Nippur. The family members concluded a division agreement together with later sales agreements reflecting a change in ownership, and also some residential patterns. After the father’s death, a division agreement was concluded between all four of the brothers, wherein the common property inherited from their deceased father’s estate was divided into separate agreed portions. In this instance, rooms of the house of the father were divided among the brothers. Three brothers, including the eldest brother who received the greater share, went into separate sales agreements, regarding their newly-acquired, awarded portions as per the agreed division agreement.

With the conclusion of the division agreement there seems to have been a degree of rebuilding of the common property, in some instances, to necessitate a division; extra compensation was noted expressly as compensation for the rebuilding. In a particular house in this case study, there was a bakery – an oven, which caused that part of the house to be of greater monetary and usage value. The eldest son received the bakery. This was also the case, regarding a bakery, in another Nippur text, N1 (*infra*) Part C Nippur.

Text N1 from Nippur (see also Part C) is a division agreement captured on clay between three brothers: <sup>d</sup>Sîn-imguranni (the eldest), Tarîbum and Anu-pî<sup>d</sup>-Labret, wherein they divided by

mutual agreement, their communally-shared inheritance, inherited from their deceased father's,<sup>d</sup>Sîn-Irîš's, estate. Outlines were drawn in this chapter to assist the reader with some insight into the apportionment of the fields and house of Text N1. The brothers divided the property of co-ownership into pieces, which could be economically viable, and to achieve these different solutions of donation, exchange and "bringing in" were used.

Upon this division agreement, it seems that the contractual parties firstly divided complex estate assets consisting of fields, gardens, a house, slaves, wooden objects and some money brought in for a dowry, in order to estimate the apportionment of a certain percentage as the preference portion to the eldest. After the said apportionment, the contractual parties consensually agreed to plot out the fields, gardens and house into separate sections to facilitate, by means of a casting of lots, a division of shares in the sole ownership.

From the Old Babylonian city-state of Larsa, another division agreement, L2 (see Part C), is discussed. This is a division agreement from an unknown paternal estate, agreed upon between two brothers, Bêlessunu and Hiššâtum, regarding the awarded, divided assets of both brothers. It seems that the whole estate is divided, including an already-built house, some wood objects and an orchard. No slaves were included in the text. Both brothers' divided, awarded assets are reflected by means of exchange: an exactly equal division of awarded assets was reached.

Lastly, the three texts, S11, S12 and S13 from Sippar (see Part C), form part of one oral division agreement of the paternal estate between Sin-ikîšam, Ibni-Šamaš and Irra-nâšir. The scribe recorded the oral agreement in three separate clay tablets, reflecting each of the three brothers' individual agreed divided portions. S11 is the agreed portion of Sin-ikîšam; S12, the recorded agreed portion of Ibni-Šamaš; and S13, the recorded agreed portion of Irra-nâšir.

The division of the paternal estate inheritance took place by means of dividing the property into portions of sole ownership. Three brothers received the same assets in equal portions, and to enjoy the benefits of sole ownership.

These six division agreements show that the contractual parties managed to divide complex estate assets consisting of fields, gardens, houses, slaves and wooden objects by using mechanisms such as exchange, money brought in from sales and donations. The mechanisms

are supported by different legal practices, such as a preference portion and casting of lots. Each family situation, as well as architectural and agricultural landscape factors play important roles in the conclusion of a division agreement.

Consequently, the contractual parties managed to devise some form of co-operation within a family discussion and to facilitate practical reasoning to change co-ownership to sole ownership, regarding some or all of the communally-held inherited assets, using certain legal practices in each unique situation.



## PART A

### ASPECTS OF OLD BABYLONIAN LIFE

#### CHAPTER FOUR

#### OLD BABYLONIAN SCRIBAL SCHOOL TRADITIONS

*“The manner in which I am using it now, in writing these words, the manner in which the author of a book, or a papyrus or a hewn inscription has to use it, is a very far-fetched and derivative function of language. In this, language becomes a condensed piece of reflection, a record of fact or thought. In its primitive uses, language functions as a link in concerted human activity, as a piece of human behaviour. It is a mode of action and not an instrument of reflection”*

*(Malul 2002:35 quoted Malinowski).*

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Our understanding of today’s written medium is not the same as the written recordings of Old Babylonia, for that and the ancient Near East in general was a predominantly pre-literate society. Old Babylonian division agreements took place orally through negotiations and final consensus, while sometimes scribes on tablets recorded certain details of the oral agreements. This took place by the operation of “performance” legal traditions through multi-sensory communication and symbolism. The studying of Old Babylonian (and ancient Near Eastern) written records in terms of different approaches and perspectives in textual and archaeological sources may assist in a better understanding of the operation of Old Babylonian agreements, captured by scribes in a written form.

#### 4.1 INTRODUCTION

The primary source of an Old Babylonian family deceased division agreement is a written summarised recording of its details on a clay tablet. Therefore, our conception of this

agreement is confined to a three-dimensional artefact<sup>69</sup> whose details were captured by a scribe at his/her own discretion, at a specific time and place. However, it is still a complex agreement wherein possibly lengthy negotiations took place, with a final consensus reached between the family contractual parties.

In this chapter, a reflection is undertaken on the relevance and meaning of predominantly pre-literate ancient Mesopotamian society's communication mediums regarding our possible misunderstanding of the written mediums of Old Babylonia.

In addition, the practical and theoretical mechanisms of a family division agreement relating to scribal schools are outlined, wherein the recorded agreement's limitation to selected information is explained.

Consideration is given to Old Babylonian scribal schools and its scribes to understand the unique nature of the recording of the details of a family deceased division agreement. In so doing, the scribe made it possible for us to gain some insight into and knowledge of this agreement; however, it is only through the scribe's perception of what is important regarding certain facts, as well as details supplied at his/ her discretion and governed by his/ her scribal school tradition and training.

Subsequently, the development and practical function of scribal schools are discussed, which includes an introduction to the lexical and grammatical texts called **ana ittišu** and different kinds of scribes.

Furthermore, an outline is provided of the different approaches in the study of scribal school tablets, according to Robson's (2001) categorisation: namely, the traditional approach of scribal training, the recent focus by scholars on the physical tablets and typology as well as its archaeological evidence.<sup>70</sup>

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<sup>69</sup> See discussion by Hameeuw & Willems (2011) regarding the introduction of new visualisation techniques focusing on systems and methods facilitating the reading of texts and seals impressed on clay tablets.

<sup>70</sup> In this chapter, references in footnotes allude to today's application of contract law principles and today's scribes (*scribae*) or notaries' functions in the drafting of contracts. The rationale is to give an insight into our understanding of the legal principles of a contract and to emphasise our possible different mind-sets regarding ideas and concepts of the application of such principles and the role of a drafter of a contract in contrast with the named Mesopotamian contract legal traditions and the role of the scribes.

Thereafter, some notes on the scribal schools of Nippur and Sippar are presented.

## 4.2 RELEVANCE AND MEANING OF RECORDINGS ON OBJECTS IN ANCIENT MESOPOTAMIA

The existence of scribal schools in ancient Mesopotamia captures the imagination and interest of present-day scholars who study it from different angles as organised centres of learning. Present-day scholars consider certain aspects to be similar to our education system and share the opinion that ancient scribal schools directly influenced the literate world of ancient Mesopotamia, which today is generally thought to be a predominantly pre-literate society (Pearce 1995:2265-2278).<sup>71</sup> However, the multi-sensory and symbolic communication in ancient Mesopotamia necessitated our reorientation of present-day meaning and understanding of the written word, in prevention of superimposing present-day frame of mind in the study of Old Mesopotamian written records.<sup>72</sup>

In a dominantly literary society of today, Hibbits (1992:874) advocates that present-day writing “preserves the details of our thoughts and experiences against the shortcomings of our memories”. Writing as a communication medium today is “portable” and has almost no geographical boundaries due to the fact that we communicate over distances to others we cannot see or even speak to. Writing is “duplicable and durable” and serves to make “contact with many people over different lifespans”. It has reproductive qualities, for as a communication medium in its original form it has a good chance of survival depending on the material on which the data is captured.<sup>73</sup> Writing has also “conditioned our vocabulary” (Hibbits 1992:874).

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<sup>71</sup> Although Mesopotamia was predominantly, a pre-literate society there is evidence of a good “record-keeping system” to support the temple business and other commercial business activities which became more complex as the population grew. Thousands of the named commercial records were excavated which include receipts, disbursements, inventories, loans, division agreements, leases, partnership agreements, partnership dissolutions and guarantees (Keister 1963:371-372). Keister (1963) examined these named commercial records found in temples and private businesses. He made special reference to debt records, rentals or leases and expenditure accounts, and showed that even in their variety they have more or less the same order of information captured on the clay tablet (Keister 1963:372-376).

<sup>72</sup> Powell (1981:419-440) re-evaluated the origins of cuneiform (well-known established date: 3000 BCE), the direction of script, the manner of use of stylus and tablet; and the role of cuneiform in literacy in the introduction of the alphabet. Powell (1981:436) concluded that “The inescapable conclusion is that the introduction of the alphabet, by itself, has had little effect upon reduction of functional illiteracy, and thus, its importance in the history of human development has been overestimated, whereas that of cuneiform has probably been underestimated”.

<sup>73</sup> The material of the written media varied. In most cases (and only possibly because it survived the ravages of time) the written records were incised on clay tablets. Other materials included leather, papyrus, stone, metal, ivory, wood wax boards, etc. (Pearce 1995:2269-2270).



The qualities of present-day written media are applicable to a certain extent to the written recordings in ancient Mesopotamia. The ancient scribes painstakingly copied and recopied information on clay tablets. Different styles and terminology from Old Babylonian city-state to city-state were used, in accordance with scribal school traditions and legal practices.<sup>74</sup> However, the largely pre-literate ancient Mesopotamian society differs to a certain extent from our predominantly literate society, where writing “shapes our lives” (Hibbits 1992:874). Ancient Mesopotamia as a mainly illiterate society relied on multi-sensory<sup>75</sup> and symbolic communication<sup>76</sup> sometimes embedded in the written word captured on a clay tablet.

Hibbits (1992) strongly advises that we must reorient ourselves in the study of pre-literate and marginally literate societies, such as the ancient Near East, and set aside our own ideas of legal expression. We must “divorce” ourselves away from the said multi-sensory communication and symbolic acts, to consider it as “additional” to the written documents available for interpretation. In the practice of symbolic acts, recitations of ritualised formulas in ancient Mesopotamia were common, such as the cutting of the hem of a woman's garment in a divorce (Greengus 1995:475). Greengus (1995:475) and other scholars believed that these ritualised formulas were derived from earlier times before the invention of writing.<sup>77</sup> Symbolic acts surpassed their original function and “show their deeper function as dramatic and decisive legal acts that were required to be carried out in the presence of witnesses and the community” (Greengus 1995:475).

These qualities demonstrate that the legal traditions of ancient Mesopotamia were performed, so that in all of our interpretations of scribal school traditions or our reflection on problems of interpretation, the performance<sup>78</sup> of law must never be forgotten (Hibbits 1992:874).

Although sensory input and multi-sensory communication form an intrinsic part of the

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<sup>74</sup> Cf. discussions in Chapter 6 (Terms) and Chapters 7 & 8 (Comparisons) regarding the conclusions reached about the scribal school traditions under the headings of natural- and incidental elements.

<sup>75</sup> Communicator medium involving all of the senses to convey a message. Hibbits (1992) coined the term.

<sup>76</sup> Symbolic communication means an act or gesture which must be performable and performed; it is executed intentionally and solemnly, in an appropriate context, for a limited span of time, and it must symbolised a legal result which differs from its manifest physical result (Malul 1988:20).

<sup>77</sup> Discussions of the qualities of multi-sensory communication by Hibbits (1992); Malul (1987a; 1987b; 1988; 1991; 1991-1992; 2002); Kruger (1998); Gruber (1980) and Barakat (1969) regarding symbolism reveal different perspectives in the analysis of the performance legal tradition of the ancient Near East and the applicable old Babylonian legal traditions.

<sup>78</sup> Performative legal actions and other forms of acts which are performed as a play in front of society, using all the senses to transfer and remember the messages and acts. Cf. Hibbits (1992).

performance legal traditions, it is unfortunately not always possible to detect these important, quintessential elements for there are seldom direct references to them, and only bits and pieces are mentioned in the written records.<sup>79</sup> The distorted mirror<sup>80</sup> effect provided by recorded legal transactions is all that is available to gain some insight into and understanding of the relevance of written legal recordings in Old Babylonian life. Unfortunately, our understanding is sometimes likely to be bias and partial, because of the scarcity and sporadic discovery of cuneiform sources and the different aspects of Old Babylonian life and legal traditions, which needed to be re-examined by present-day scholars. It is only through constant studying, debating, discovering and translation of more cuneiform records in years to come that we can, hopefully, reach a better understanding and a more accurate reflection of the relevance of written recordings of Old Babylonian life and its legal traditions.

#### 4.3 PRACTICAL AND THEORETICAL MECHANISMS OF FAMILY DECEASED DIVISION AGREEMENT RELATING TO SCRIBAL SCHOOL TRADITIONS

When a family member is deceased and bequeaths an estate to his or her family members, these family members become the co-beneficiaries of some or all of the deceased estate assets. For a certain period of time: days, months or even years after receiving the inheritance, these co-beneficiaries share as co-owners in the enjoyment of the communally held asset/s. When they decide not to share co-ownership as co-owners, they become contractual parties in their negotiations to divide the communally held inherited assets into portions of sole-ownership. In these circumstances when family members finally decide to conclude orally a division agreement, certain terms and details of the agreement are sometimes captured on a clay tablet.<sup>81</sup> For this, the services of a scribe<sup>82</sup> are obtained, or one

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<sup>79</sup> Apart from symbolism in legal studies, scholars could also focus more on iconography to explain certain aspects of old Babylonian life. Cf. Nijhowne (2003) who looks at the iconography of images and wording of certain groups in Old Babylonian and Kassite glyptic and theorises accordingly regarding the variations in terms of political and religious events.

<sup>80</sup> Cf. Oppenheim (1964:283ff) who refers to legal documents as a mirror.

<sup>81</sup> Usually one record of the written ancient Near Eastern (Mesopotamian) transaction was kept and left in the keeping of the party who won the lawsuit or the one to whom the money was paid out (Greengus 1995:475). This document was placed in a clay envelope: on its surface, a summarised version was written (Greengus 1995:475).

<sup>82</sup> Scribes, *scribae*, transcribers and notaries through time have more or less had the same functions. Cf. Pearce (1995:2273) who considers Mesopotamian scribes as notaries, as well as witnesses. Ready (2002:1-19) gave an insightful synoptic historical outline of scribes or notaries, who from the Roman Period were public officials, and *scribae* who acted as copiers and transcribers. Later their technical knowledge and skill played an important part in public and private matters. These scribes were engaged in various drafting of documents (Ready 2002:1). Today these scribes are officers of law depending on the rules of the state to draft certain documents including wills, testamentary documents, conveyance of real and personal property and powers of attorney. Their duties also include the “authenticating” of a drafted document under their signature and official

of the contractual parties<sup>83</sup> draws up the orally-concluded agreement on a tablet.<sup>84</sup>

It is an open question as to what the specific detailed background of a consensual agreement entails, as in most cases only some of the information is recorded on a clay document.<sup>85</sup> We can only gather from the essential elements present in a recorded agreement, qualifying an agreement as a division agreement, the following:

- the contractual parties were closely related,
- there was a deceased family estate owner,
- the divided assets were part of a deceased family estate; and
- consensus was reached between the contractual parties to move from co-ownership to sole-ownership, regarding some or all of the assets.

Sometimes more than this is reflected, which may include recordings of unique legal practices present in a division agreement, categorised as natural elements. Still, Old Babylonian legal documents were protocols and most of the time only recordings of “elementary” findings and facts recorded either by the choice of the contractual parties and/or scribe. Possibly many or sometimes all of the important legal practices and facts were not recorded.<sup>86</sup>

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seal (Ready 2002:21). A notary is considered a reserved legal activity (Ready 2002:22). Cf. Elliot (1969:1) who states that a notary in South African law is a public officer appointed by the Supreme Court and by statute required to be an admitted attorney (lawyer). Today in South Africa according to statute, after passing his/her examinations, a candidate notary apply to the Supreme Court for an appointment as an officer of the court (notary). The candidate notary already have been permitted to practise as an attorney (Van der Merwe 2001:6-7). A notary has a duty to apply skill, care and diligence in the drafting of documents, the verification of the identity and capacity of contractual parties, and the fulfilment of a client’s instructions (Elliot 1969:35). An attorney who is also a notary who undertakes any drafting work, which is not notarial work, is still expected to exercise the same degree of skill as a notary in a “high tradition of honesty and reliability” and may be held liable for damages in breach of the tradition and skill required of a notary (Elliot 1969:1-2).

<sup>83</sup> In the case of an individual who was not a scribe by profession the context of a written ancient Near Eastern agreement was direct and informal. Reference was then made to such a person. Cf. Greengus (1995). It seems that professional scribes (cf. Part C case studies’ texts outline) wrote the majority of division agreements.

<sup>84</sup> Epstein (2008) is a practical guide for drafters of contracts of today and he discusses drafting suggestions and techniques (2008:224-244). Drafting a contract today is considered an “art that requires skill and foresight” and the parties’ intention must be clearly stated to prevent disputes in the future (Epstein 2008:225). The use of proper and plain language as well as avoiding ambiguity is advisable (Epstein 2008:226-227). Epstein (2008:228) suggests that drafters of today use a model from books and consult other contracts, when preparing a contract, remembering that there is “no perfect contract” and that drafters “need to pick the best from a variety of sources to suit needs”, together with using computer software, and bearing in mind the role of the Internet in drafting and communication.

<sup>85</sup> Written records served as a summary of findings and legal actions were written in the third person. Legal documents served as “formal records of legally valid transactions which took place in an oral or non-literate context”. As with some “important” declarations or statements in legal documents, these are sometimes quoted in the first person (Greengus 1995:475).

<sup>86</sup> Cf. Saggs (2000:55) who states that the written recordings are characteristic of “very condensed

Veenhof (2003:147) opines that there are several reasons why recordings are made of oral transactions. One is the importance of transactions; others may include the important status of contractual parties and/or the availability of “scribal expertise”. The recordings were almost similar to bookkeeping and as in bookkeeping only certain division agreement facts were inscribed on the clay tablet, such as the location, size and type of properties, witnesses and even actions of contractual parties.<sup>87</sup>

Oppenheim (1964:25) regarding recordings comments:

...their diction is terse, abbreviated, and full of mysterious technical terms. It is a delicate and difficult task to establish the meanings of terms that, in the course of time, often underwent subtle changes and to reconstruct their institutional and economic background. Yet only by doing so can one hope to infuse some life into the strictly formalistic style of ledgers, lists, and receipts.

In addition, to consider recorded Old Babylonian and in general ancient Near Eastern agreements, as similar to recorded contracts of today, would jeopardise qualitative analysis and conclusions about the legal practices of Old Babylonia. The capturing of data on a clay tablet is in contrast with the written contracts of today,<sup>88</sup> where the drafter of a contract today would at best capture all the terms<sup>89</sup> of an agreement.<sup>90</sup>

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phraseology and are full of technical words upon which the exact sense turns but which scholars at present understand only approximately”. Cf. discussion by Vermaak (1991) wherein he advocates that the “ancient texts” should be interpreted within their “own contexts, genres and purposes” (Vermaak 1991:86). Cf. also Charpin’s (2010a; 2010b) discussion of writing, law and kingship in old Babylonian Mesopotamia wherein he gives new perspectives on the relationships of cuneiform writing in old Babylonian society.

<sup>87</sup> Private ancient Near Eastern legal documents consist of “an objective description of the transaction”, witnesses, date formula, seals of some of the witnesses and contractual parties (Westbrook 2003:362).

<sup>88</sup> Today the specialisation in contracts are regulated by different fields of law, such as employment law, consumer law, land law and commercial law; however most scholars agree there is at least a “general law of contract” (Stone 2008:15-18).

<sup>89</sup> Although an oral agreement can be used in present-day contract law, it is not advisable - for the oral agreement, terms must be proved. Oral contractual agreements take place on a daily basis; however the more complex a contract and its terms are, the more likely the parties will include all the terms in a written contract (Stone 2008:249). Furthermore, in present-day law oral agreements are permitted although there are a few statutory provisions which require a written agreement, for instance in South African law a family deceased division (redistribution) agreement involving immovable property, and also contracts involving alienation of property, etc. In a dispute today regarding the terms of a contract the courts look further than a “meeting of the minds” to clarify the details of an agreement (Stone 2008:33). Present-day courts have an “objective approach” and make assessments based on reasonable person perspectives as to what was said and done regarding the terms of the agreement (Stone 2008:33-34). It can be assumed from the legal cases of the ancient Near East that a similar approach was followed due to the decisions made by the judges in accordance with the few details provided in their written court records.

<sup>90</sup> Regarding the construction of the contract in present-day contract law, appropriate language use is essential to establish the meaning of clauses (Stone 2008:260). Here the named *parole evidence rule* can be used where contractual parties can argue that a certain part of the written agreement is *pro non scripto* or the interpretation is such as to consider it inconsistent with its normal meaning. Therefore, drafters (lawyers) are

Furthermore, if an Old Babylonian agreement reflecting legal practices (natural elements) is found, it is fortuitous as some quality analysis can then be made, but scholars are always cognisant that the documents in hand are protocols; scattered pieces of information of oral division agreements.<sup>91</sup>

At least some remnants are available, notwithstanding the Old Babylonian communication mediums, stemming from a predominately oral society, based on multi-sensory communication and symbolism. However, the information and structure of a written agreement to a certain extent differ from the scribal practices of scribal schools in city-states. In each city-state there are discrepancies due to the time-period and scribal schools; however the majority of practices and rules governing the structure and legal principles of specific agreements in a city-state are more or less the same, with some legal and scribal practices specific to a city-state.<sup>92</sup>

Generally, the details mentioned below are mostly included in the agreement/protocol. These details however depend on various factors, such as the city-state's scribal school traditions with some discrepancies, scribal school practices, the specific circumstances of each case and the details chosen by the scribe:<sup>93</sup>

- Names of the parties and the relationship between them by a statement of their own standing within their family;
- Name and standing of the deceased estate owner;
- Description of property awarded to each contractual party;

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trained to draw up a contract of which the terms are clear and explicit towards the terms and obligations of the contractual parties (Stone 2008:261). One of the few exceptions to the rule is where a party can prove that not all the terms of the contract are intended to be concluded by the agreement: for instance the sale of a horse could actually be just a receipt, not meant to be a sales agreement per se (Stone 2008:261). The named *contra proferentum* rule is used in contracts to limit the effect of exclusion clauses where a contractual party uses very precise wording to avoid liability. This rule is applied to a contractual party who is also the drafter of the contract. It is effectively used in insurance contracts and contracts concluding with liability or negligence exclusions (Stone 2008:297-301).

<sup>91</sup> In later chapters, problems with the interpretation of old Babylonian protocols will become more evident. For instance, questions as to what extent were the named preference share involved: was it the decision of the head of the family only, or was there pressure from society to designate how to devolve the assets in a city-state?

<sup>92</sup> Cf. Part B, Chapters 7 & 8 regarding comparisons of the different division agreements especially discussions of the natural- and incidental elements of the different city-states of Larsa, Nippur and Sippar.

<sup>93</sup> Cf. outline of incidental elements in Part B, Chapter 5 about methodological approach and Chapter 7 & 8 regarding comparisons in and between city-states. The average ancient Mesopotamian written law record consists of a formalised summary of the proceedings accompanied by a recording of the date, names of witnesses and oaths (if any) taken, together with the names of the judges presiding in the case of lawsuits (Greengus 1995:475).

- Witnesses<sup>94</sup> present and in most instances their names, as well as status, and sometimes also their profession, together with witness seals;<sup>95</sup>
- Name of the scribe, sometimes including his seal;<sup>96</sup>
- Sometimes the “date” of the attestation of the oral agreement;<sup>97</sup>
- Contracted parties who swore an oath, mostly indicative of the time and place of the agreement, usually by the name of the reigning king and god or gods of the city or “personal” god or city-state (as appear in the Sippar texts);
- Usually parties stated that they would not make further claims.

Present-day scholars do not fully understand these and many other details of the agreements for we have no conclusive written evidence of all of the oral family division agreements.

It also seems that after a division agreement and the discontinuance of co-ownership the brothers/sisters and/or cousins/nephews (co-beneficiaries/owners) now function as

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<sup>94</sup> Witnesses in present-day law are accorded a different value from that in old Babylonian Larsa, Sippar and Nippur. In present-day law, it is not in general an imperative to have witnesses included in the agreement (Sharrock 2007:112). However, in South Africa and western countries it is a requirement in some documents such as wills. Witnesses in present-day contracts play a role regarding the “authenticity” of the contractual party’s signature when that party’s signature is later disputed (Sharrock 2007:112). In the ancient Near East a scribe and witnesses would seal the written transaction and envelope together with the signatories (Greengus 1995:475). In present-day law, the signatures of the contractual parties are sometimes obligatory, although in the majority of documents the date and place are not required, but considered useful (Sharrock 2007:112). Cf. Van der Merwe (2007:152-162) regarding the requirement today that, with exceptional cases, in the statute there is no stipulation that a contract be written as a prerequisite formality; however “commonly” today a written contract with signatories is required (Van der Merwe 2007:153). Thus, the value and function of an ancient Near Eastern witness differs profoundly from present-day witnesses. Present-day witnesses authenticate the identity of the signatory and do not play a part in the testimony of the terms and facts of the agreement. In the ancient Near East the agreement is performed in front of the witnesses who witness the terms and conditions, together with the scribe, who can then testify to the terms and conditions of the agreement, especially those terms and conditions not included in the written record. One interesting similarity between the court in the ancient Near East and present-day court is the “court assistant” who is a lower-level royal official, or sometimes a soldier, who serves as a present-day bailiff to escort unwilling parties to the hearing and enforce judicial directives and decisions (Greengus 1995:475).

<sup>95</sup> The parties and witnesses sealed the document by stamping their seals on the surface (Greengus 1995:475).

<sup>96</sup> In the middle Babylonian period, those documents, which lacked seals, had impressions on them, made by the use of fingernails on the hems of garments and placed next to their names. Originally, it seemed that the witnesses were predominantly male, but in the old Babylonian period women served also as witnesses. In the Neo-Babylonian period, it seems that women could not serve as witnesses, but their presence at the proceedings was noted. Notwithstanding, these women in all periods could own, buy and sell assets in a full contractual capacity, although in the Neo-Babylonian period only *via* a male relative. Slaves appeared as witnesses or contracting parties at Nuzi in the Neo-Assyrian and Neo-Babylonian documents (Greengus 1995:475).

<sup>97</sup> The date when the oral division agreement was recorded and witnessed is referred to as a “date formula”, for unlike our “date-system” the old Babylonian (ancient Near Eastern) dates were reflected and considered as a formula. There are variations of dates regarding the names and numbers; however some division agreements contained a year name date formula. In the year date formula of a division agreement the king had normally done something significant. Cf. in this regard Westenholz (1974) and Horsnell (1977) who observed to clarify the grammar and syntax of the Sumerian year names. Cf. Cohen’s (1993) discussions of the cultic calendars.

independent core family units. However, there could be some other assets where they retain co-ownership, due to the receipt of a communally-shared inheritance and still, to a certain extent, maintain the deceased family member's estate, thus managing the family assets as a family (or even a type of "partnership").<sup>98</sup>

#### 4.4 DEVELOPMENT OF SCRIBAL SCHOOLS

In the Mesopotamian period known as the Ur III period, large amounts of inventories consisting of legal documents, court decisions, as well as palace and administrative documents were excavated. Even in the later periods, during the first four hundred years of the second millennium BCE, a vast number of contracts, agreements, sales, wills and other legal documents involving private individuals, as well as a large group of official letters, were excavated (Kramer 1962:302). In this period, the Akkadian scribes made copies of Sumerian literary and lexical documents, although Sumerian gradually became obsolete as a spoken language.

Mathematical documents, law codes or law collections,<sup>99</sup> and "thousands of commercial letters and business transactions" were excavated from the Assyrian settlements in central Anatolia, as were numerous letters and administrative documents in the rest of Syria. These "give some idea of the ethnic groupings and social structure of the lands to the west of Mesopotamia" (Kramer 1962:301). Large collections of literature were accumulated during King Ḥammu-rāpi's reign, in the Old Babylonian period especially at Nippur, Ur and Kish (Lukas 1979:306). These tablets stem from a wider area. They are believed to be part of school exercises, as many duplicate texts were found with incomplete copies (Millard 1982:144). Compositions include the Atrakhasis Epic, Law Collection of Ḥammu-rāpi (LH) and poems (e.g. return of Ninurta to Nippur) (Millard 1982:145). Apart from the written

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<sup>98</sup> Cf. in this regard Greengus (1995) and the contrasting view of Leemans (1986). In Part A, Chapter 2 the discussion of the characteristics of Mesopotamian legal traditions with special reference to the kinship relationship outlines different opinions of the obligations of a kinship relationships against the contractual ability of members of a family based on free will and bargaining.

<sup>99</sup> Cf. Claassens (2010) regarding the position and application of the named law codes, or law collections, or cuneiform collections, such as the law collection of Ḥammu-rāpi (LH), as a source in the study of Mesopotamian law traditions. Claassens (2010:461) argues: "The generic classification of the named cuneiform collections of Mesopotamia as 'law codes' encompasses a certain meaning, which may obscure and confuse the recent debate concerning whether these collections are an authentic source of Mesopotamian legal traditions regarding which different theories had already developed. The cuneiform collections of ancient Mesopotamia are not a singular body of authoritative law but consist of different meanings extended over long periods with social, political, economic and ethnic differences". Cf. Roth's (1995) discussions of the different layers of meanings of these collections in her valuable contribution to the translations of a selection of law collections and other cuneiform law and/or scribal texts.

documents, which an **edubba**-master could use in oral, written or a combination of oral and written teaching methods, there is also a documented oral tradition of poems, songs, wisdom literature and stories (**ša pi ummāni**) (Lukas 1979:318; Charpin 2010b:25-26).

Our understanding of Sumerian, the scribal school system's method of teaching and curriculum is gleaned from these textbooks and the essays writing about school life in the first half of the second millennium. It is in these practice tablets of the pupils that we discover the curriculum spectrum from the "sorry scratches of the 'first grader' to the elegantly made signs of the advanced student about to become a 'graduate'" (Kramer 1962:307).

## 4.5 DIFFERENT APPROACHES IN THE STUDY OF SCRIBAL SCHOOLS

### 4.5.1 Introduction

Various scholars over the past years have provided insight into ancient Mesopotamian scribal education from different perspectives, especially from the early second millennium and the Old Babylonian period. The reason for this, according to Delnero (2010:53), is the "abundant evidence of scribal training".

The traditional approach was that the **edubba**-school was perceived as a kind of formal education institution for training scribes, very similar to a formal school/university in present-day context. This approach is nowadays criticised by scholars such as Robson (2001) and Delnero (2010), to name a few, as an "idealised account" of how scribes were trained.

Robson (2001) presents different approaches, while Delnero (2010) adds emphasis on the typology of tablets as a possible new way of looking at them. Delnero (2010:53) considers the study of tablet typology as a "productive approach", together with the study of text in an archaeological context.

Robson (2001:39) distinguished between three approaches in the understanding of Mesopotamian schooling, namely the traditional approach, the study of physical aspects of tablets and archaeological evidence.



### 4.5.2 Traditional approach

The first approach to scribal training derived mainly from Kramer and other scholars' description of Old Babylonian school life where Kramer (1962) focuses on the interpretation of second millennium Sumerian school texts (see also Volk 1996; 2000). Stories describe Old Babylonian school life (Kramer 1962:301-314;<sup>100</sup> Robson 2001:39). Together with Kramer (1951), scholars such as Falkenstein (1953) and Sjöberg (1976) gave well-known accounts of a Sumerian school, named the **edubba**, focussing on a discussion of Sumerian literary composition in a Sumerian scribal school.

Kramer (1962:302), adopting a cultural anthropological stance, stated that in the Ur III period of a Sumerian school the **edubba** or tablet-house as it is known in Sumerian “developed into a centre of learning and scholarship”. For example in ancient Shuruppak, “school textbooks” dated ca. 2500 BCE were excavated, which consist of “lists of goods, animals, artefacts and a varied assortment of words and phrases” (Kramer 1962:307).

According to Kramer (1962:307) the scribal schools were situated in “every important city in Sumer”, while in the last half of the third millennium the “school system matured and flourished”. Vast amounts of clay tablets from this period were excavated and scribes could be placed in a hierarchical order of junior and senior scribes, royal and temple scribes. It seems that certain scribes were “highly specialized for particular categories of administrative activities” and were “leading officials in state and government” (Kramer 1962:307).

Apart from scribes in the services of the palace and temples, there were those “who devoted their lives to teaching and learning” (Kramer 1962:308). The majority of them came from the wealthy sector of society: families who could afford training for their children (more especially their sons), as the education and training process was lengthy and expensive. Kramer (1962:301-314) sketches an idealistic life of a school-boy where he starts early to

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<sup>100</sup> Kramer (1962:38-41) refers to the story of a schoolboy who can do nothing right: “The door monitor (said), ‘Why did you go out without my say-so?’ He beat me. The jug monitor, ‘Why did you take [water or beer] without my say-so?’ He beat me. The Sumerian monitor, ‘You spoke in Akkadian!’ He beat me. My teacher, ‘Your handwriting is not at all good!’ He beat me.” Also in Edubba D, outlined by Civil (1985:70), a boy boasted about how good he was at his work: “I really know my scribal knowledge; I don’t get stuck at anything! My teacher shows me a certain sign; I add one or two more from memory! Now I have been here for the stipulated time I can cope with Sumerian, scribal work, archiving, accounting, calculation! I can even hold a conversation in Sumerian! A senior heard him and respond drily ‘If that is so, Sumerian must be keeping its secrets from you’” (Cf. Kramer 1949:199-215 first translation and discussion of the text; George 2005:2).

school and studies at night, thus attending school “from sunrise to sunset” (Kramer 1962:311). He refers to a study carried out by Schneider, who found that the fathers of scribes stemmed from certain sectors of society. These sectors included for example governors, city fathers, ambassadors, temple administrators, military officers, sea captains, senior tax officials, priests of various sorts, managers, supervisors, foremen, scribes, archivists and accountants – in short, the “wealthier citizens of an urban community” (Kramer 1962:308).

Kramer (1962) makes assumptions from the school texts that the curriculum of a scribal school consists of two categories, namely:

- “semi-scientific and scholarly” with the aim being to teach a school-son to write Sumerian, and;
- an instruction text based on a “primarily of linguistic classification” wherein the Sumerian language was classified into “groups of related words and phrases”, which the pupils had to copy and memorize.

Texts excavated comprise of long lists of names of trees, reeds, animals, countries, cities, stones, mathematical tables and grammatical texts (Kramer 1962:309). The “literary and creative” side of the curriculum consisted “primarily of studying, copying and imitating the large and diversified group of literary compositions” and also included hymns, lamentations, proverbs, fables and essays (Kramer 1962:309-310).

These cuneiform documents are invaluable in understanding the Sumerian and Akkadian “way of life: their social structure, economic interests, legal practices, literary efforts, religious attitudes, and world view” (Kramer 1962:303). This author argues that Sumerians and Akkadians live together in the third and early second century BCE and that therefore “a great deal of cultural borrowing and interchange” took place (Kramer 1962:303).

Robson (2001:39) criticises Kramer’s approach as being “very stylized and even an exaggerated picture of scribal schooling” that does not give a “realistic representation”. Robson (2001:39) argues that in terms of realism the study gives “a very generalized image which does not acknowledge chronological change or geographical variation; or the role of individual anomaly or innovation in the educational process”. Furthermore, the stories used

by Kramer<sup>101</sup> “tell us nothing about the physical environment of scribal schools” (Robson 2001:39).

George (2005:1) critically discusses the **edubba**, the ancient Mesopotamian school, in “literature and reality”. This author considers that the named “**edubba**-literature” refers to the Old Babylonian literature of Sumerian literary compositions, which give a description of the scribal school. The syllabus included “complicated and progressively difficult corpus of sign-lists, lexical texts and literary compositions” and was excavated mainly at Nippur, Ur, Isin, Uruk and other sites. According to George (2005:1), Kramer (1949) and Civil (1985) this only provide interesting discussions about the scribal school.

#### 4.5.3 Physical tablets rather than the text approach

The second approach is adopted mainly by Tinney (1998; 1999), Veldhuis (1997; 1997-98; 2000), Delnero (2010) and Gesche (2000). They focus on physical tablets, not on texts, and emphasise the multi-textual tablet “as a by-product of an educational process”. Robson (2001:40) is of the view that this approach gives “major insights into our understanding of ancient Mesopotamian schooling”.

Delnero<sup>102</sup> (2010:54-55) states that when tablets are classified into different types, new insight is gained into the function of scribal exercises. Together with the studying of “physical characteristics and other formal features”, one can differentiate between texts and exercises, copied in the elementary phase, and tablets from later stages, as well as the types of methods that scribes used (Delnero 2010:54-55).

Veldhuis (1997) studied Type II tablets and compiled the elementary scribal curriculum of Old Babylonian Nippur. He focused also on the Old Babylonian lists of trees and wooden objects in Nippur (see Veldhuis 1997:7-10). Veldhuis (1997:63) identified four phases of learning in the schools of which phase four (the last phase) consists of “model contracts and

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<sup>101</sup> Cf. Robson’s (2001) detailed comments on Volk under the heading archaeological evidence *infra*. She criticises Volk’s opinion that the **é-dub-ba-a** was “the house that distributes (-ba) tablets” or “house in which tablets are distributed”. She contends it was a school and a house (Robson 2001:44 fn.10).

<sup>102</sup> Cf. Delnero (2010:53-69) regarding a synoptic discussion of the typology of the different types of tablets, revealing from material evidence how the scribes trained. He uses Civil’s four basic types of tablets from Nippur and opines that it can be applied to the types found at Ur, Susa, Sippar, Uruk, Kish and other places where old Babylonian tablets were found. The extent of this thesis does not permit a detailed study of the methods of scribal training or discussion of different approaches.

proverbs”.<sup>103</sup> The researcher opines that the scribe, in the last phase of his/her education and training, was trained in the drafting of division agreements, amongst other agreements and proverbs.<sup>104</sup>

Veldhuis (1997:147) theorises that Old Babylonian scribes “wanted a more complicated system and so created it”. The reason for this was to “create a realm of high-status knowledge”. Veldhuis (1997:82-83) suggests that in a Nippur scribal school the “lack of attention to Akkadian and the overdose of high-brow Sumerian” showed that the “Sumerian language and tradition as completely as possible was considered to be all important”. He concedes that a student, although “introduced to the technique of writing”, was quintessentially “introduced to the heritage of Sumerian writing and Sumerian poetics” (Veldhuis 1997:83).

#### 4.5.4 Archaeological evidence

The third approach comprises a focus on the archaeological evidence; various contributions were made in this respect. For instance, Robson (2001) discusses scribal training in Nippur; Charpin (1986) and Brusasco (1999-2000) discuss scribal training in Ur. Delnero (2010) made a synthesis of the archaeological evidence for scribal education in the Mesopotamian cities of Isin, Kish, Babylon and Uruk; Tanret (2002) studied the **gala-mahs**’s house in Sippar Ammānum; and Stone (1987) investigates certain houses and scribal activities in Nippur.

<sup>103</sup> Veldhuis (1997:63) reflects the following in a table format. “Phase 1: writing techniques which include elementary exercises (exercises in sign forms (single wedges); syllable alphabet B (sign forms), *tu-ta-ti* (syllabic values) and lists of personal names (e.g. *inana-teš*): basic Akkadian and Sumerian. Phase 2: thematic noun lists, the named fore-runners to UR<sub>5</sub>-RA = *hubullu* which include lists of trees and wooden objects; lists of reeds, vessels, leathers, and metal objects; lists of animals and meats; lists of stones, plants, fish, birds, and garments; lists of geographical names and terms, and stars and lists of foodstuffs. Phase 3: advanced lists (of which the order is uncertain) which include metrological lists and tables; Proto-Ea (Sumerian readings of signs); Proto-Lu (thematic-acrographic: occupations, kinship terms, etc.); Proto-Izi; Proto-Kagal (acrographic: ordered by initial sign(s); Nigga; Proto-Diri (compound signs) and multiplication and reciprocal tables. Phase 4: introductory Sumerian which includes model contracts (Sumerian sentences) and proverbs (literary Sumerian).”

<sup>104</sup> The researcher further theorises that the scribe’s training in model contracts and adverbs shows that with successful completion of the training, the scribe probably mastered and proved insight of the following:

- an understanding and insight in difficult terms and conditions of the agreement between contractual parties,
- an ability to record in clear, specific, and focused details, the “meeting of minds” of the contractual parties by recording down the “essential” and “natural terms”, the contractual parties agreed to,
- an ability to sequence logically, by chronology, the events and terms of the agreement,
- an understanding of the whole design of the agreement’s details, terms and conditions, before recording it on a clay tablet; reflecting at least the most important details of the agreement; and
- an ability to put related provisions together (cohesion).

Some of the division agreements, especially from Nippur show these types of abilities and training (cf. Chapters 7-8). However, the open question is: if in instances of insufficient detail of the recordings - were it due to a specific school tradition; lack of scribe’s commitment to record the details; or the influence of a predominantly oral society, in which the written word was less important than the performance of the legal act/agreement?

The traditionally-inclined commentators who study scribal schools, including Kramer (1949), Civil (1985), Falkenstein (1953), Gadd (1956) and Landsberger (1958), suggest that the **edduba** as an “institution of education” ended at the end of the Old Babylonian period, and in the named ‘post-Old Babylonian period’ was reserved for private schooling (George 2005:3). George (2005:3) argues that if attention is given to archaeological sources of the Old Babylonian period there are contradictions to this viewpoint.

It seems that the **edubba** was not an academic institution as much as these scholars wanted it to be and George (2005:3) corroborates his viewpoint by referencing three case studies. The first case study is House F in Area TA at Nippur, excavated by Carl Haines and Donald McCown in 1951–2; studied in detail by Stone (1987:56-9); Charpin (1990:4-7) and dated during the reign of king Samsu-iluna. In a certain room 205, fourteen hundred cuneiform tablets and fragments were excavated of which most were used as landfill. These texts included mostly literary compositions and school exercises. The other two case studies were of houses at Ur, excavated by Sir Leonard Woolley (excavation seasons of 1922-34) where forty tablets were found; and the case study of two Old Babylonian dwelling-houses named No. 7 Quiet Street and No. 1 Broad Street (George 2005:3).

Charpin (1986:419-86) also studied the two houses and argues that House F in Area TA at Nippur, was the private dwelling-house of a literate person from the priestly class. According to him No. 7 Quiet Street was a place of “modest” scribal education. Nevertheless, probably not No. 1 Broad Street, “for the tablets that were built into the fabric of its floors may have come from elsewhere”. Although it seems that House F, No. 7 Quiet Street and others like them functioned as places of schooling. Elsewhere for example at Isin and Tell Harmal a scribal school “was a small-scale occupation run by private individuals and not by the state”. This view, according to Charpin (1986) and George (2005), is more generally accepted. George (2005:4) writes, “the houses of the Old Babylonian scholar-teachers were sizeable residences in good neighbourhood”, and were not “institutional buildings housing large-scale educational establishments”.

In an attempt to understand the confusion, George (2005:5) states that the **edubba** literature was “old” when used in the syllabus and derived from an institutionalised scribal tradition, which was at its highest point in the Ur III period at places such as Nippur and Ur. “These institutions were very probably an innovation of this dynasty made to satisfy the growing

bureaucracy's demand for scribes that could not be met by the small-scale operations of the private sector". He refers to the sentiments of King Shulgi using expressions such as **é-gé-tug-nissaba-mul**, "House of Wisdom of Starry Nissaba", and **ki-úmun**, "Place of Learning" (George 2005:5).

George (2005:6) argues, "the **é-dub-ba-a** of the **edubba**-literature was an architectural as well as an institutional reality." He adds, "in contrast to the Old Babylonian schools described earlier, we can suppose that these grand imperial schools occupied purpose-built accommodation, whether whole buildings or complexes of rooms." Thus, this tradition was only passed on to private dwellings in good neighbourhoods of the Old Babylonian period. Children (two or three boys – their sons or relatives) were taught one at a time (George 2005:6).

Accordingly, George's (2005) studies indicate the possibility that Old Babylonian scribes were trained in small groups in private houses and not in large institutional buildings, like present-day schools, as was previously assumed by scholars.

Robson (2001:40) examines "the archaeology and cuneiform tablets of one scribal school", the so called "House F" which was in existence in Nippur during the early reign of King Samsu-iluna, where thousands of tablet fragments were excavated from the site (Robson 2001:39-40). Robson (2001:40 fn. 3) mentions that "House F" and other houses were studied by McCown and Haines (1967:64-66) and Stone (1987:56-59) while reviews regarding their studies were carried out by Charpin (1989-90) and Postgate (1990a) and Van Driel (1990) (Robson 2001:40).

Robson (2001:44) refers to "House F" as a school and a house. She mentions that the Sumerian word for **edduba** means "tablet house" (after the Akkadian **bīt tuppim**). Robson refers to Volk, who was of the opinion that the **edduba** was "the house that distributes (-ba) tablets" or "house in which tablets are distributed" (Robson 2001: 44 fn. 10). However, due to "the huge numbers of literary and scholarly tablets" she holds the view that it was a school and a house; furthermore, there were tablets built in the floors, walls and furniture and there were a "large number of joins between rooms and across substrata" which according to her "implies" that the tablets found were a "homogeneous group". She is further of the opinion that these tablets do not come from elsewhere due to the fact that when she was examining the

“household furnishings” there was “a large storage jar filled with small pots” and “other smaller boxes” which were “built of whole tablets plastered over, and was found filled with tablet fragments and clay”. All of these boxes functioned as “recycling bins, into which old tablets could be thrown for soaking, reshaping and re-using”. These named “recycling bins” were also found in other houses, for example that in Sippar Amnānum (Robson 2001:44; cf. Wilcke (2000) who surveyed the house).

Robson identifies the named “Type II tablets” as the “most useful for recovering information about the educational curriculum”. The obverse of the tablet contains the lesson from which the student used to learn, while on the left is the teacher’s lesson and the right side, the “poor copy” that the students who wrote, used to rewrite the lesson (Robson 2001:45).

Robson (2001:48) opines that when comparing the tablets found in Nippur in general with those of House F it seems that the order of the school curricula differs, although the content seems to be the same. According to her Sumerian literature was the main subject of the “post-elementary-education” (Robson 2001:62). It is important to note that although there was no “standard curriculum” in Nippur, there was “a common fund or shared compositions upon which individual teachers drew according to personal taste or pedagogical preference” (Robson 2001:62). In House F the teaching of Sumerian, dominated scribal education (Robson 2001:62). The curriculum of House F was mainly written in Sumerian and according to Robson it seems that these Old Babylonian schools in Nippur “were deliberately traditionalist, continuing to promulgate Sumerian while most administrative, business and legal documents were already written in Akkadian” (Robson 2001:60).

## 4.6 PRACTICAL FUNCTION OF SCRIBAL SCHOOLS

### 4.6.1 Ana ittišu

The scribes played a prominent role in the development of Mesopotamian culture.<sup>105</sup> The **tupšarrum**<sup>106</sup> (scribe) acquired extended knowledge and skills.<sup>107</sup> Many of the documents

<sup>105</sup> Cf. Pearce (1995:2270-2277) on the scribal school curriculum and scribal profession.

<sup>106</sup> The earlier Sumerian word for a scribe was **umbisag**, and later **dub-sar** (Lukas 1979:307).

<sup>107</sup> A reference has been found regarding a dispute between two writers, showing the snobbery and overzealousness of the members of this profession towards each other regarding their skill and knowledge: “What do you mean; I am not a scribe like you? When you write a document, it makes no sense. When you write a letter, it is illegible. You go to divide an estate, but you are unable to divide it. For when you go to survey a

contain “legal” information, which serves as exercises in part of the school curriculum. A scribe who specialised in legal studies would, as a writer, be a copier at court or a writer for a judge (Lukas 1979:317).<sup>108</sup>

There were important lexical and grammatical texts called **ana ittišu**, referring to the opening words of a book (Driver & Miles 1952:25). These were exercises written in Sumerian with legal material as their basis (Westbrook 2003:363). These **ana ittišu** were copied in the **edubba**<sup>109</sup> and Sumerian and Akkadian translations were studied (Lukas 1979:317). There were two different types of **ana ittišu** texts, namely model court cases used for academic purposes and legal exercises from law collections (or cuneiform collections),<sup>110</sup> contracts and legal phrases (Westbrook 2003:363). The well-known murder case of Isin was copied numerous times (Lukas 1979:317).<sup>111</sup> These documents are considered by scholars such as Driver & Miles (1952:25) to be important in the interpretation of the said law collections and other legal documents. Unfortunately the copies are full of mistakes and ambiguity and some caution must be exercised in the interpretation thereof (Driver & Miles 1956:26).

#### 4.6.2 Student-scribes (male and/or female)

The students in scribal schools were mainly males (boys) and members of the upper class, although there was evidence of some female scribes (Pearce 1995:2265).

Meier (1991:541) asserts that it was difficult to identify female scribes in the earlier period as

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field, you are unable to hold the tape and the measuring rod; the pegs of the field you cannot drive in; you are not able to figure out the sense... you do not know how to arbitrate between the contesting parties. You aggravate struggle among brothers.... When you do multiplication, your work is full of errors...” (Lukas 1979:322).

<sup>108</sup> Cf. discussion by Visicato (2000) regarding the earlier scribes of Mesopotamia and their role in society.

<sup>109</sup> The Sumerian word for School was **edubba** or **é-dub-ba-a** and in Akkadian *bīt-tuppi*, literally translated as “tablet-house” (Lukas 1979:309). The scholars or students (**demu edubba**) refer to each other as colleagues (**gimeas**, **kinātu**). The pupil was called “school-son” and the alumnus “the school-son of the days past” (Kramer 1962:308). The headmaster was **adda edubba** (master), while the **adda edubba**’s assistant was **šešgal** or older brother (Lukas 1979:312-313). According to Kramer (1962:308) one of his duties was to write tablets for the “school-son” to copy, which he would then examine, and also listen to the reciting of the lessons. The head of the Sumerian school was the **ummia** which Kramer called the “expert” or “professor”, also called the school-father. There were other members of the school called “the man in charge of drawing”, “the man in charge of Sumerian” and “monitors in charge of attendance and special proctors responsible for discipline” (Kramer 1962:308). Cf. Veldhuis (1997:24-25) and Veldhuis (1997-1998:44) who made contributions regarding the outline of the scribal school curriculum.

<sup>110</sup> Cf. Claassens (2010).

<sup>111</sup> Cf. Roth (1998) regarding her interpretation of the Nippur murder trial and her analysis of this model court exercise wherein she examines the gender assumptions in legal documents. Roth (1998:183) argues that although men and women’s “interactions” are different in law, caution should be exercised with “constructs of gender” in the study of Mesopotamian legal traditions.



there were no Sumerian gender markings and a scribe was only described as a **dub-sar**. Owing to Akkadian influences the **sal** (**sal-dub-sar**) determinative for female scribes was introduced, but not constantly applied. In the Old Babylonian period even a certain Ištar-ummi refers to herself as **dub-sar**, while some other female scribes used the feminine determinative. Furthermore, scribes were not identified in letters (Meier 1991:541). We can ascertain that there were female scribes in the Old Babylonian period, because there were studies of fourteen female scribes in the city of Sippar and evidence in other places such as the Mari Palace (Meier 1991:542). Pearce (1995:2266) mentioned that there were “notable exceptions”, where women acted as scribes, especially in Sippar, at the cloister, where they recorded transactions, for the members of the cloister. Harris (1963:138-139) identified eight *nadītums* in Sippar who acted as scribes, of which, she considered one to be industrious in her work as a scribe.

The deity of the Mesopotamian scribe in the late period was the male god Nabu, whereas in the earlier period the female goddess Nidaba was the overseer of scribes and their craft.<sup>112</sup> Nidaba was the scribe (**ṭupšarratum**) at the gathering of the gods, also the chief scribe (**dub-sar kalam-ma**) of Anu and depicted as a scribe holding a stylus and a tablet to compose a text. King Shulgi states in a text “I am a wise scribe of Nisaba (Nidaba)” (Meier 1991:543).

Meier (1991:544) opines that this presence of a goddess of writing, licenses the inclusion of women as female scribes and even instructors, although there was a limitation in numbers in relation to men, due to the “substantial investment in terms of education and who require commitments of trust as alternatives in a male-dominated arena” (Meier 1991:547).

The status of scribes is uncertain, although there are “generous statements” that the scribes

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<sup>112</sup> Kramer (1962:313-314) mentions a scribe who “with joy in his heart” speaks the following words to a schoolboy after the latter’s father ordered the servants to do the following to the school teacher: pour fragrant oil over him, dress him in a garment, give him extra money and put a ring on his hand: “Young fellow, (because) you hated not my words, neglected them not, may you complete the scribal art from beginning to end. Because you gave me everything without stint, paid me a salary larger than my efforts (deserve), (and) have honored me, may Nidaba, the queen of guardian angels, be your guardian angel; may your pointed stylus write well for you; may your exercises contain no faults. Of your brothers, may you be their leader; of your friends, may you be their chief; may you rank the highest among the schoolboys, satisfy all who walk to and fro in the palaces. Little fellow, you know (your) father, I am second to him; that homage be paid to you, that you be blessed, may the god of your father bring this about with firm hand; he will bring prayer and supplication to Nidaba your queen, as if it were a matter for your good. Thus, when you put a kindly hand on the . . . of the teacher, (and) on the forehead of the ‘big brother,’ then your young comrades will show you favor. You have carried out well the school’s activities; you are a man of learning. You have exalted Nidaba, the queen of learning. O Nidaba, praise!”

were “members of privileged elite who might look with contempt on their fellow citizens”. Meier refers to Parpola’s opinion that scribes receive respect to an extent, which may “not necessarily lead to leisure and surplus wealth” (Meier 1991:544).

#### 4.7 SCRIBAL SCHOOLS: NIPPUR AND SIPPUR

##### 4.7.1 Scribal Schools: Nippur

Nippur is sometimes considered by scholars as “a town of academics, a Mesopotamian Oxford or Cambridge” and Leick (2001:143) goes so far as to refer to it as a city that owns a “reputation as much for intellectual snobbery as for erudition in obscure disciplines”.

There are a vast number of clay tablets reflecting scribal school traditions in the ancient Babylonian period; the school curriculum allowed for a diversity of subjects to choose from for specialisation in professions (Leick 2001:162-163). There were different stages in Nippur scribal schools, and apart from the more elementary stages of the basic handling of a tablet and writing with a stylus, there were also a vast number of syllabuses such as the ABC, musical values, pronunciation, and then later in the curriculum, lexical texts and mathematics (Leick 2001:162). More advanced subjects such as the **anu ittišu** - a “compendium of law and legal phraseology” - learning to “compose a public inscription for a stele”, royal inscriptions, and so forth were taught (Leick 2001:163).

Nippur had a reputation for “learning and literary” activities. It seems that there was a degree of snobbery in Nippur regarding the predominant use of Sumerian in texts. For instance the story in an **edubba** text, where a doctor from Isin cured a man from Nippur. The grateful patient invited the doctor to dine and feast with him, giving him directions (Leick 2001:163). As the doctor follows his client’s directions, he reaches Nippur and asks a gardening woman for further directions. When the doctor asks her for directions, she answers him in Sumerian and the doctor believes that she has cursed him. The tale ends with the woman thinking, “What a fool he is! (the doctor) The students ought to get together and chase him out of the Great Gate with their practice tablets!” Thus, Leick concludes that the story wants us to “believe” that “even a vegetable seller spoke Sumerian” (Leick 2001:164). Robertson (1992:127) opines that “Nippur represented a primordial, yet living, symbol of Sumerian identity, a continuing reminder of the underlying shared culture and tradition that was

inherent in the term ‘Sumer’”.

Leick (2001:162) states that “an unusually complex collection of written material” was unearthed mostly in Sumerian. There were numerous scribal schools until King Samsuiluna’s reign, when something catastrophic happened and the Nippur population declined. The named “Tablet” Hill excavated 60,000 cuneiform tablets with a rich variety of Sumerian literature, including the Sumerian Great Flood story. This hill is considered a “campus for student scribes and teachers” (Bertman 2003:28).<sup>113</sup>

During the Old Babylonian period, Sumerian survived as the written language in religious texts, literature and legal documents, although not spoken (Postgate 1977:97). Sumerian as a written medium were compared by scholars such as Postgate (1977:98) and Leick (2001:28); the same as Latin was for the medieval western world. Although Sumerian had become obsolete as a spoken language, it was still used as a written one.

The on-going debate concerning the time of the discontinuation of the Sumerian language increased the role of scribal schools as a learning institution (Woods 2006:11-12). For Woods (2006:12) it seems that schools were such institutions; however they still had a “functional sense of a scribal curriculum and through this a vast number of Sumerian literature in thousands of exercise tablets emerged as by-products of scribal training” (Woods 2006:12). He added that there was an oral component in training whereby students were “instructed and drilled orally” by means of dialogues. The language of instruction was Sumerian or a mixture of Sumerian and Akkadian. Sumerian was even spoken in the schools in normal communication as part of the “scholarly milieu” (Woods 2006:112). The majority of writings were in Akkadian, although the language of learning was Sumerian. The children had to master the Sumerian language and even a proverb stated: **dub-sar eme-gir<sub>15</sub> nu-mu-un-zu-a a-na-àm dub-sar e-ne**, translated as “A scribe who knows no Sumerian, what sort of scribe is he” (George 2005:2; Woods 2006:12-18).

Michalowski (2000:178) avers that we cannot simply ask the usual question: “when did the language cease to be spoken?” or, as some would prefer to phrase it: “when was it no longer

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<sup>113</sup> Owing to this vast amount of clay tablets reflecting the scribal school tradition and curriculum in the Old Babylonian period it seems that it was possible to choose a diversity of subjects for specialisation in different professions (Leick 2001:162-163).

understood in vernacular conversation?” Michalowski (2000:178) concludes, “...this is obviously a complex matter that requires several different modes of investigation”. It is therefore better not to ask this question, but continue to investigate the “various lives” of Sumerian language (Michalowski 2000:198; Michalowski 2006).

In ancient Mesopotamia, however, the long life of written Sumerian and its coexistence with written Akkadian “guaranteed the preservation and expansion of these cultural elements, albeit within limited social circles”. Hence, “Sumerian was a movable feast” (Michalowski 2000:198).

#### 4.7.2 Scribal Schools: Sippar

Tanret (2004:34) uses the references of a few scribes from the textual sources of Old Babylonian Sippar to discuss the workdays and scribal activity of Old Babylonian Sippar. These texts originate from the archive of **galamaḥs** Inanna-mansum and his son Ur-Utu of ancient Sippar-Amnānum. For instance, Šumum-liši was a scribe for eighteen years, while according to Tanret (2004:34) he was “the best attested scribe of the Old Babylonian period”. He uses the title **dub-sar** or **du-mu-é-dub-ba-a**. The **galamaḥs** hired these scribes to draw up contracts, wherein they are the creditor or lessor, but not the seller or debtor; thus only the contracting party effecting the alienation (Tanret 2004:34-35).

While observing the scribes’ work and the extent of the archives at Sippar, Tanret wished to establish the workload of a single scribe and concluded that as *maximum maximo rum* a text was inscribed every two and a half day. Therefore, he suggests that Šumum-liši would have worked for other archive owners as well (Tanret 2004:35). There were scribes who filled in and completed Šumum-liši’s work and thus wrote for the **galamaḥs**, when Šumum-liši was not available (Tanret 2004:43).

Tanret (2004:43) further observed the Ur-Utu archive, with the aim to identify the teacher and to see if there were other professional duties, which a scribe performed besides writing. He examined the archaeological and textual remains in the courtyard of the **galamaḥs**’s house, which consisted of a “building made of large bricks, built in the floor and protruding from it”. There were some school exercises and purified clay, which may constitute evidence of scribal training. It seems there was “no general or repeated training but the education of one single

person” and that whoever was educated here was part of the household: this was not a school situation where an apprentice and a master are moving from one house to another (Tanret 2004:43).

From the dating of the exercises the learner was taught by a professional, as well as his father, for approximately nine to twelve years (Tanret 2004:43). Scribes were therefore not only used for their services of attestation, but also as teachers, and because of this dual function they were assigned different titles (Tanret 2004:44).

#### 4.8 CONCLUSIONS

When reflecting on the written significance of a family deceased division agreement in Old Babylonian society, caution must be applied in the interpretation so as not to superimpose present-day concepts of written agreements - their importance, relevance and functions - onto Old Babylonian written agreements.

In ancient Babylonia, multi-sensory and symbolic communications, as well as recitations of ritualised formulas, were all applied in a performance act. These forms of communication surpassed their original function and they retain a deeper dramatic function of meaning and performance. Unfortunately, it is not always possible for the scholar of today to detect these important, quintessential elements of performance and their deeper meanings in the cuneiform texts. This leaves the scholar of today with a distorted mirror interpretation of the cuneiform division agreement written recordings.

Two important aspects in the interpretation of the cuneiform texts came to the fore. Firstly, the scribe on a clay tablet recorded the agreed oral terms of the contractual parties. Secondly, consideration is given to the scribal tradition’s functionality and importance in the recording of an oral agreement.

The family deceased division agreement, as a special genre of division agreement and legal act, emerged with its own terms and details from an oral agreement between family members to an agreement captured on a clay tablet. When studying a clay tablet, the question remains as to what the specific detailed background of a consensual agreement entails. Even with the recording of such an agreement, it is still only a protocol and mostly a recording of

“elementary” findings and facts. Essential elements can be identified as prerequisite requirements for an oral and recorded agreement qualifying as a specific agreement: a family deceased division agreement. The essential elements are the following: closely-related contractual parties, deceased family estate owner, divided assets part of a deceased family estate; and consensus between the contractual parties, to move from co-ownership to sole-ownership, regarding some or all of the assets.

Sometimes more than this is reflected in the cuneiform text, which may include recordings of unique legal practices present in a division agreement, categorised in this thesis as natural elements. However, the reflection of legal practices (natural elements) is a fortunate bonus, especially in a largely oral society based on multi-sensory communication and symbolism as in ancient Mesopotamia, including Old Babylonia.

Furthermore, in the city-states different styles and terminology were used in accordance with scribal school traditions of each city-state. However the following are generally included in the agreement/protocol: namely, names of the parties and their relationship to each other, name and standing of the deceased estate owner, description of property awarded to each contractual party, witnesses present (names/status/profession/seals/name of the scribe), “date” of attestation of the oral agreement, an oath by the name of the reigning king and god or gods and, in most of the agreements, a non-contest confirmation.

In addition, with the studying of tablets and influence of scribal schools, scholars of today adopt different perspectives. Traditionally, the focus fell on ancient Mesopotamian scribal education where scholars investigated school life. The focus today is placed primarily on a combination of studying the tablets together with their typological aspects - that is, the physical aspects as well as the archaeological evidence.

Kramer (1951), Falkenstein (1953) and Sjöberg (1976) who gave well-known accounts of a Sumerian school, named the **edubba**, focusing on a discussion of Sumerian literary composition in a Sumerian scribal school, hold the traditionalist approach. This includes important lexical and grammatical texts and exercises written in Sumerian with legal material as their basis (Westbrook 2003:363; Driver & Miles 1952:25). In the **edubba**, the **ana ittišu** were copied and its Sumerian and Akkadian translations studied (Lukas 1979:317).

The second approach is adopted mainly by Tinney (1998, 1999), Veldhuis (1997; 1997-98;

2000), Delnero (2010) and Gesche (2000). They focus on physical tablets studying “physical characteristics and other formal features”, whereby one can differentiate between texts and exercises copied in the elementary phase, and tablets from later stages, as well as the types of methods.

The third approach comprises a focus on the archaeological evidence: Robson (2001) discusses scribal training in Nippur; Charpin (1986) and Brusasco (1999-2000) discuss scribal training in Ur. Charpin (1986:419–86) and George (2005:3) opine that the overall study of the houses and the **edubba** literature found at House F in Area TA, No.7 Quiet Street and No. 1 Broad Street at Nippur show that the **edubba** was not a formal academic institution in the sense of a present-day university, although private scribal school training took place.

By studying houses and archives, scholars established that scribal schools existed in city-states such as Old Babylonian Nippur and Sippar. Scholars sometimes consider Nippur as “a town of academics, a Mesopotamian Oxford or Cambridge”. There were different stages in Nippur scribal schools and the school curriculum allowed for a diversity of subjects. Nippur’s reputation for “learning and literary” activities contributes to the city-state’s special attributes, where also Sumerian survived as the written language in religious texts, literature and legal documents, although not spoken. Tanret (2004:34) uses the references of a few scribes from the textual sources of Old Babylonian Sippar to discuss the workdays and scribal activity of Old Babylonian Sippar, focusing on the Ur-Utu archive. Tanret (2004:44) concluded that scribes were used for their services of attestation, and they also acted as teachers. For each function, different titles were assigned to them.

The scribes from the different scribal schools were members of a privileged élite and received respect from society. In their painstaking copying and recopying of information on clay tablets, they guaranteed the preservation and continuance of legal practices through scribal school traditions and the written communication mediums of Sumerian and Akkadian. However, scholars of today should constantly reorient themselves towards a better understanding of the dynamics and concepts of Old Babylonian written agreements and the written significance of the tablets.

## **PART B**

### **CORE SECTION: CONTENT ANALYSIS AND TYPOLOGICAL COMPARISON STUDY OF FAMILY DECEASED DIVISION AGREEMENTS OF OLD BABYLONIAN LARSA, SIPPUR AND NIPPUR**

#### **PROLOGUE**

The aim of the core section is to offer some reflection on a complex legal notion used in ancient Babylonian life as a successful, timeless,<sup>114</sup> estate administration tool, to obviate any undesirable consequences of co-ownership of bequeathed property in the Old Babylonian city-states of Larsa, Nippur, and Sippar.

In Chapter 5 of Part B, special attention is accorded to a methodology-design, named the analysis-model, for the content analysis and study of family deceased division agreements. The essential elements of a family deceased division agreement are firstly identified; and within this framework other aspects and elements of the recorded agreement are secondly categorised and studied by means of different groups. These are as the natural and incidental elements, and its subcategories, to reflect new perspectives regarding the division agreement's meaning, purpose and spirit in ancient Babylonian urban existence.

The purpose of Chapter 6 of Part B is to provide an exposition of certain terms present in the texts.

In Chapter 7, the agreements in each city-state, Larsa, Nippur and Sippar, are discussed on the basis of a content analysis and compared. Thereafter, in addition to this study, a typological comparison of city-state vs. city-state follows in Chapter 8, and some final conclusions are reached.

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<sup>114</sup> The division agreement is an agreement found in different countries and different legal systems with the same reason for commencement namely the dissolution of co-ownership and same solutions of dissolution. Cf. in this regard Chapter 1, Introduction in volume 1 and Appendix K in volume 2.





## PART B

### CONTENT ANALYSIS AND TYPOLOGICAL COMPARISON STUDY

#### CHAPTER FIVE

#### ANALYSIS-MODEL

Through a jurisprudence content analysis using a typologically-designed methodology, the family deceased division agreement in Old Babylonian Larsa, Nippur and Sippar has been systematically categorised, outlined and studied within a framework of pre-requisite essential elements, together with other two categories of elements, namely natural and incidental elements, mirroring new perspectives regarding the agreement's meaning, purpose and spirit. This specification of categories by the separation of components and details of the agreement is named the analysis-model. The categorisation of these components and details of the agreement is due to practical and logical consequences, flowing from the written agreement concerning its legal practices and scribal traditions. The aim and purpose of the analysis-model is a simplification in the analysis of such agreements.

#### 5.1 INTRODUCTION

In this chapter, special attention will be accorded to a developed methodology based on a typological approach<sup>115</sup> in the study of family deceased division agreements of Old Babylonian Larsa, Nippur and Sippar, wherein the agreement is systematically divided into groups within a framework of a group of obligatory, essential elements. Within these groups, certain components and details of the agreement are identified.

The family deceased division agreement is a complex legal notion; hence, the aim and purpose of the methodology is to simplify the analysis of Old Babylonian division agreements. The method is named the analysis-model.

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<sup>115</sup> Cf. Malul (1990) and Beteille (1990). Beteille (1990:2260) refers to Dumont who regards his work as a "typifying" approach, as opposed to the "classifying" approach of Barth, Berreman and others. According to Dumont, the named classifying approach derives from the natural sciences. The typifying approach is a "comprehensive approach" keeping the whole of society in mind while studying it. "Underlying all this is a very strong assumption of the organic unity of a civilisation". Cf. Malul's (1990) discussions of the two approaches in the study of ancient Near Eastern sources: namely, historical and typological comparisons under the subheading "Different methodology approaches" in this chapter.

The specification structure of the methodology approach in the content analysis of the named type of agreement is explained by the following illustrative example. Consider such an agreement as a “house”.<sup>116</sup> This needs essential building materials (elements) to qualify as a house. These essential elements are present in an oral agreement and are subsequently reflected in the recorded agreement. When the basic building materials (elements) are all present, the “house” or agreement is completed.

However, not every house nor, in this instance, every division agreement is the same. The structure of the “house” or agreement may differ in accordance with legal practices and preferences of contractual parties, regarding agreed terms and conditions of the agreement. For instance, the house can have a patio, or be a double storey or have a garage attached to it. These are termed the natural elements, which are the legal practices governing an agreement by choice of the contractual parties and/or city-state.<sup>117</sup>

Finally, in the recording of an oral agreement by a scribe, the agreement is “decorated”, like the interior and exterior decorations of a house, which are called the incidental elements.<sup>118</sup> The house decorations may include the choice of type of windows, the colour of the paint, etcetera. In a family deceased division agreement the scribe, in accordance with the scribal tradition in a given city-state and possibly a given period, uses different techniques and styles (“decorations”) to capture the orally-agreed division agreement on a clay tablet.

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<sup>116</sup> Note *infra* the illustrative example of the “house”/family deceased division agreement.

<sup>117</sup> Within the framework of essential elements of such an agreement, one group, namely the named natural elements, is outlined: the legal practices of the different old Babylonian city-states of Larsa, Nippur and Sippar as reflected in forty-six division agreements. These legal practices are included in this group, for they are explicitly mentioned in the recorded agreement and their absence or presence will not affect the essential elements needed for the agreement to qualify as a division agreement.

<sup>118</sup> The second category consisting of incidental elements is divided into two categories: namely, the written formalities of the agreements and the qualities of the texts. The incidental elements partly reflect practices of the different scribal school traditions and partly constitute a barometer of the quality of agreement used in the analysis.

## FAMILY DECEASED DIVISION AGREEMENT = "HOUSE"

### 1. Essential elements/ basic requirements

"building materials" for a "house":  
walls, roof, windows , door

family deceased division agreement's  
building materials:

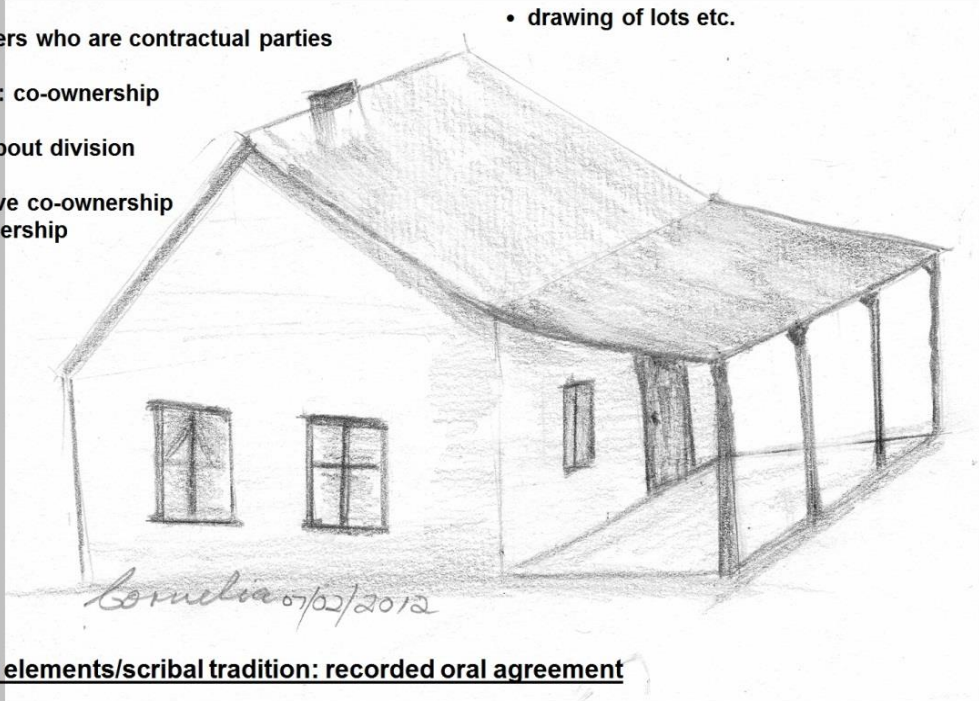
- deceased estate owner
- family members who are contractual parties
- estate assets: co-ownership
- consensus about division
- aim to dissolve co-ownership into sole ownership

### 2. Natural elements/law practices in a city-state

type of structure of the "house":  
double-storey house, patio?

family deceased division agreement e.g.

- preference portion
- drawing of lots etc.



### 3. Incidental elements/scrabal tradition: recorded oral agreement

decoration of the house: interior and exterior design

family deceased division agreement e.g.

- names and status of contractual parties & witnesses
- description of estate assets
- type and size of clay tablet
- language, specific terms and style

**Figure 10** Schematic explanations of division agreement elements as a house

In this chapter, the methodological approaches of Goetze (1949); Bottéro (1992); Westbrook (1995); Roth (2001); Jackson (1980); Malul (1988; 1990) and Hibbits (1992) are outlined, regarding their study of ancient Near East "legal" textual sources.

Following the practical application of a family division agreement as background for the analysis-model, the motivation for the design of a specific method, in applying the content analysis of the said agreements is given, in order to simplify the study of this complex legal notion and its details.

Thereafter, the group structures used in the analysis of Old Babylonian division agreements are explained, which include the details and reasons for the different categories of elements present in an oral and recorded agreement. The contents of a division agreement are classified within two main groups: namely, the essential and natural elements reflecting the oral agreement between the parties, and incidental elements found in the written division agreement as a result of scribal traditions, using a table as a schematic example and guide.

Finally, the differences between the family deased division agreement and other types of division agreements, are given.

## 5.2 DIFFERENT METHODOLOGICAL APPROACHES

Scholars developed methodologies in the study of legal textual sources<sup>119</sup> of the ancient Near East<sup>120</sup> from the first excavations, transcriptions and translations and onwards, during which

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<sup>119</sup> Delitzch in 1902 presents presentations of comparisons between the Bible and Babylon, titled “*Babel und Bibel*” (Malul 1990:38; Larsen 1995:96-97). This saw the beginning of a period where scholars, until recently made comparisons between the Bible and the ancient near East in the study of ancient near Eastern textual sources. Goetze (1949) classified the study of such sources into different developing phases which afford a useful insight into the development of the study of these sources. Thereafter scholars still persisted with a comparison between the ancient near East and the Bible. Cf. for instance Diamond (1933; 1951) regarding his discussion of the named “primitive law”; Driver & Miles (1952; 1975) regarding the named Babylonian and Assyrian Laws published from the 1950’s; Mendenhall (1954) and Boecker (1980). Bottéro (1992) explained that western civilization’s scholars were strongly influenced by Christianity and Hellenism. Hellenism is the belief of the perceived “miracle of the Greek civilization”: the presumption that ancient Greeks created culture from nothing: “...many scholars are still more or less consciously indoctrinated by this amazing idea and do not feel any urge to investigate beyond the superhuman Greeks in the direction of the ‘Barbarians’” (Bottéro 1992:27-28). Regarding Christianity, the Bible is still frequently considered as the “absolute truth” and “oldest book on earth” written under “inspiration of God”. Bottéro (1992:27) states “...many of our contemporaries undoubtedly still do not think, to search beyond what it tells us about our oldest ancestors of the Israelite branch – not to mention what it says about the very beginning of time”. Malul (1990:5) states that: “(T)he disproportionate greater weight given to the Old Testament as a result of this inherent dichotomy between it and its surrounding world, has led to the creation of erroneous conceptions, and to scholars’ approaching their subject-manner with tendentiousness and a priori notions.” Malul (1990; 1988) and Jackson (1968; 1983; 1984) in their comparisons between ancient Mesopotamian sources and the Bible emphasise the importance of making such comparisons with caution. See also Larsen’s (1995:105–106) similar comments. Contributions that are more recent are Westbrook (2003), as editor in a two-book volume of ancient Near Eastern law; Sassoon (2001); and Versteeg (2000).

<sup>120</sup> Various studies were undertaken in the field of ancient Near Eastern legal traditions within different periods (although in some areas they still mainly represent pioneer work). Some valuable contributions by scholars in the different fields have been made, stemming from the study of a variety of subjects and numerous scholarly areas, of which a great deal is still to be examined, in terms of available and translated texts in the ancient Near Eastern legal sources. Wilcke (2000) studies the early Dynastic and Sargonic periods of law. Steinkeller (1989) investigates sale documents of the Ur III period. In the old Babylonian period the following – some of many – contributions were made: Schorr (1913) examines old Babylonian civil procedure law, while Westbrook (a qualified lawyer) undertook some studies in old Babylonian marriage legal tradition. He is also the editor of a two-volume work of ancient Near Eastern law (which hopefully in years to come will contain further contributions). Cf. Westbrook (2003). Skaist (1994) examined old Babylonian loan contracts outlining different loan types and individual formulas. Skaist (1994) investigates whether interest charged was calculated on an annual basis, or was added to the principal amount of the loan’s duration, and it seems that when the loan was

the results and conclusions subsequently varied.<sup>121</sup>

Methodologies developed by some scholars are now synoptically discussed, namely Goetze (1949); Westbrook (1995); Roth (2001);<sup>122</sup> Bottéro (1992); Jackson (1980);<sup>123</sup> Malul (1988; 1990; 2002) and Hibbits (1992).

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due, the full amount of the interest was then calculated. Westbrook & Jasnow (2001) examine security for debt. Roth contributed especially to marriage and gender laws and the named law collections. For instance, see Roth (1999) regarding the priestess, the prostitute and the tavern in relation to LH paragraph 110, and (1995) where she makes general comparisons between Mesopotamian legal traditions and the law collection of Hammurabi (LH). Concerning the texts in the Neo-Babylonian period, Roth (1992) makes notes regarding the material composition of the Neo-Babylonian dowry; earlier Roth (1987) investigates age at marriage and the household in a study of Neo-Babylonian and Neo-Assyrian forms. Stone & Owen (1991) research certain chosen case studies of adoption in Old Babylonian Nippur and the Archive of Mannum-mešu-lišsur.

<sup>121</sup> In the study of present-day law different methodologies are applied, and this may influence the way certain aspects of the ancient Near Eastern legal traditions are interpreted by ancient Near Eastern scholars, and ancient legal (jurisprudence) scholars, resulting in different emphases on different aspects of ancient Near Eastern law traditions. Cf. the approaches by Morrison (1997), Van Reenen (1996), Thomas (1989), Watson (1978; 1995; 1996). Morrison (1997:2) contends that in the past western jurisprudence was dominated by legal positivism with “contrasting approaches” deriving from legal realism and natural law. Morrison (1997) looks at such positivism’s influence on present-day jurisprudence and on law in present-day practice. He considers legal positivism as a label for a set of related approaches to law, which have dominated western jurisprudence in the last 150 years (Morrison 1997:4). The mechanism for legal positivism was to recognise law within the question what is “valid” and what is not. The focus was thus: what is law? (Morrison 1997:3) He maintains that there is another question, namely, what law “ought” to be. He considers that “Law is not some stable or essential trans-historical phenomenon, but differently constituted empirical phenomena in varying socio-historical locations” (Morrison 1997:5). Morrison (1997:2) advocates for a more flexible approach, wherein we look at the awareness of quality, understand different methodologies, and ask the reasons for what law is and why it is necessary to ask and answer it. He states that this approach is not without difficulties, for a major problem to resolve is that of contextuality, where we ask the question of what is law, but forget to put it into context. We ask the question in the absence of its “particular social and historical circumstances”. He opines, “It seems we are invited to wonder endlessly in an intellectual labyrinth. Soon however we are forced to return to the basic question. Is law a single phenomenon – or is there a range of different phenomena which are loosely grouped together under the label ‘law’?” (Morrison 1997:3) Thomas (1989:279) states: “Moreover, it might emerge that man [*sic*], his needs, problems, conflicts have remained virtually the same through history, and that the number of mechanisms to answer these needs and solve his problems and conflicts is rather limited”. Thomas (1989:279) investigates the usefulness of legal history for contemporary law, and makes a selection of the following: “direct immediate utility” and “indirect long-term utility”. The said “direct immediate utility is an isolationistic approach where law is studied in isolation detached from its environment”. On the other hand, there is indirect long-term utility, which is a “systematic chronological description of past law”, and an “objective” historical description of a legal topic. Law is an “aspect of life in a society”. A disadvantage of direct utility is that scholars “only look for what they want to find”, whereas in indirect long term utility scholars attempt to give the most of the construction of the past (Thomas 1989:280). Not only do legal historians tend to overestimate the objective truthfulness of their sources, but they have also disregarded their own subjectivity, and pretend to reproduce the law of the past as it really was (Thomas 1989:282). “Since law is a reflection of society, it cannot be studied and properly understood in isolation, but must be approached as an integral part of society” (Thomas 1989:277-278). We must look at “economic, political, ideological, social and other factors which influenced the law”, and limited the field of study and place of time (Thomas 1989:278). Van Reenen (1996:39) investigates comparative legal methodology and points out that various methodological approaches have been formed and framed: the “ambits of the philosophical frameworks” determine “comparative methods or techniques”. He reminds one of the modern and postmodern trends in the philosophy of science (Van Reenen 1996:40). He discusses Popper’s critical rationalism (Van Reenen 1996:40-41), Kuhn’s concept of the paradigm (Van Reenen 1996:42), Frankfurt Neo-Marxism and Critical Theory (Van Reenen 1996:42), critical philosophy of science (Van Reenen 1996:43) and Habermas’s theory of emancipation (Van Reenen 1996:44).

<sup>122</sup> Cf. also Roth (1987; 1991-1993; 1995; 1998; 2001).

<sup>123</sup> Cf. also Jackson (1968; 1972; 1980).

Goetze (1949:117) considers any study of “relationships” fraught with difficulties. Identical conditions may lead to parallel, but nevertheless independent results. Moreover, in the field of law, the possibilities for variation are limited, particularly when political and economic conditions are similar. In such circumstances interdependence can be proved only by very specific coincidences; general similarities are not enough. He confirms that laws are simply one aspect of society and must always be understood and studied against its background. Greater insights are necessary in social and ethnic structures (Goetze 1949:119).

One of the many sources of Old Babylonian law traditions are the named law collections. Scholars have different opinions of their place and function, and developed different methodologies to study these cuneiform texts.

In his discussion of the purpose of LH, one of a “group” of Old Babylonian law collections, Bottéro (1992) argues that the word “code” is wrongly used. He examines the grammatical form and style of the sections of LH, and considers it to have a different purpose as a “law code” (Bottéro 1992:161). Doing so, he introduces his scientific treatise theory and refers to law collections, such as LH, as such treatises (Bottéro 1992:177). Using LH as an example, he discusses what the aim of this treatise would consequently have been, and regards Mesopotamian law not as an embodiment of statements, but as a reflection of the spirit of justice (Bottéro 1992:182). This is captured in the principles of *mīšarum* and *kittum*. Together these are read with *dīnāt mīšarum* which comprises just decisions made by the king; therefore it is his duty to create and uphold justice (Bottéro 1992:182-183). In this theory, he advances the opinion that LH is not a code; it is a product of a scribal school, intended to glorify the king with a political character envisioned to uphold justice (Bottéro 1992:183).<sup>124</sup>

Westbrook (1995) also expresses the view that law collections were scientific theses; however he speculates that these were practically orientated in assisting the judges/kings in their rulings by providing different cases. Bottéro (1992) agrees to some extent with Westbrook; however, he emphasises that the collections mainly comprised of propaganda in favour of the king.

Roth (2001) focuses on the said case-method; she argues that social categories may exert a

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<sup>124</sup> Cf. Bottéro (1992) and Westbrook (1990; 2003:14-17; 1995). They place different emphases on how and why the kings and judges used these scientific theses.

direct influence on the interpretation of ancient Mesopotamian documents.<sup>125</sup> Roth (2001:250) disputes methodologies used by Westbrook (2000) and Bottéro (1992):

In response, then, I challenge the assumption of a primacy of *generalizations* over individual cases, and assert rather the independence as well as the independent value of the law collections and the law case.

As an alternative methodology, she recommends the said case-method used in American law, medical and business schools; where firstly similarities are identified between the case studies; after which the “rule of law” “inherent” to a first case is examined and made “applicable” to a second one (Roth 2001:253).

According to Roth (2001:248) thousands of years before the American schools, the Mesopotamian scribal schools (**é-dub-ba-a**) used this method, wherein students of the **é-dub-ba-a** obtained education, by studying examples from different areas, such as lexical texts, proverbs, literary compositions, “scientific treatises”, as well as a vast amount of law literature. The basis of her theory is that legal documents such as contracts and law decisions furnish a set of circumstances wherein the parties must solve a specific problem (Roth 2001:248).<sup>126</sup>

Jackson (1980) proposes cognitive analysis, a method also used in psychiatric studies. He investigates the drafting of legal documents, and considers these in analogy with the cognitive abilities of a child. Although a universal application of these abilities does not exist, there are a variety of “sensori-motor and prelogical stages” (Jackson 1980:350).<sup>127</sup> The first is at seven years old, representing the stage of “concrete intellectual acts” (Jackson 1980:350); thereafter at the age of eleven or twelve, that of abstract intellectual acts are reached. These stages accord the theory, an “evolutionary character”, for they are built on each other (Jackson

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<sup>125</sup> Roth (1998; 1987) explores social categories in ancient Near Eastern civilizations. She examines the general principles of the named *lex talionis* and other sections of the law collections of Hammu-rāpi (Roth 1995:24-25). In her discussion of social categories, she believes that there are different layers of meanings to discover within a document, which is considered a “historic artefact” (Roth 1995:37).

<sup>126</sup> Roth (2001:255) enquires: “Is it possible, then, to get beyond ‘the facts’ presented in a Mesopotamian case and at ‘the law’? Indeed, it is possible to infer from some of the more detailed cases (and law provisions) certain guidelines by which ‘the law’ operates, and certain social and legal norms to which the people of a particular time and place aspire. But when we look at our cases only in an effort to find ‘the law’, we may miss the opportunity to find anything else. I suggest here another way of reading cases: as a narrative”.

<sup>127</sup> Cf. Jackson (1980) discussion of Piaget’s theory of cognitive development’s four development stages. The scope of this thesis does not permit for the discussion of these stages in detail, and application to cuneiform documents and scribal school traditions; as well as criticisms against Piaget’s theory and possible application of Jackson’s (1980) theories to the scribal school traditions.



1980:351). These different stages do not suggest that the drafter of a document was a child, or experienced an intellectual handicap (Jackson 1980:352). Only in relation to legal drafting did the drafter “[achieve] his capacity to that particular level”, while there are other areas where the drafter could possibly be capable of abstract thinking (Jackson 1980:352).

Malul (1988) reflects on symbolism, while Hibbits (1992) examines multi-sensory communication in his study of ancient Near Eastern sources.<sup>128</sup> Malul (1988:20) defines symbolic acts as follows:

A symbolic act is an act or gesture, which must be performable and performed, is executed intentionally and solemnly, in an appropriate context, for a limited span of time, and it must symbolize a legal result which differs from its manifest physical result.

Hibbits (1992) in his discussion of the said multi-sensory communication, refers to society as a “performance culture” which serves as a “vehicle for remedying these rather basic deficiencies in the legal literature” (Hibbits 1992:882). Information is distributed by different mediums of speech (Hibbits 1992:883-4).<sup>129</sup>

The secret of social survival is memory. Information must be remembered by the individuals who hear, see, feel, or savor it, so that they can retell it or recreate it later, and thereby pass it on to others and to the next generation (Hibbits 1992:951).

The legal acts in performance culture and law tradition is one which “...is not so much said, sung, gestured, or felt as it is holistically performed” (Hibbits 1992:945). Therefore Hibbits (1992:955) advises that instead of concentrating only on one medium “...we must take care to consider the totality of verbal and nonverbal information in any given performative legal transaction”.

The performance of ancient Near Eastern legal traditions (pre-literate societies) is personal

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<sup>128</sup> Cf. Gruber (1980) who made a study of aspects of non-verbal communication in the ancient Near East, and focuses especially on the Hebrews’ non-communicative forms of emotions of anger, sadness and happiness. Kruger (1998:141) offers the named non-verbal communication as a non-spoken unwritten medium, which is as important as the written verbal communication. Cf. Barakat (1969) regarding discussions of gesture systems.

<sup>129</sup> [E]very medium implicated becomes a hook from which the thread of memory can hang. Someone might not immediately remember hearing something, but they might remember seeing or feeling it . . . if several different media are used to transmit exactly the same message, the power of that message as a whole is reinforced to the point where the audience may be overwhelmed with sensory input” (Hibbits 1992:883-4).

and unlike writing in general; our law cannot exist separate from the drafter. This performative legal traditions and communication of it “depend on the use and synthesis of such media as speech, gesture, and touch” and necessitate the “ongoing, live participation of a human actor” (Hibbits 1992:951).

According to Malul (1988) and Hibbits (1992), in applying the tenets of legal symbolism and multi-sensory communication, a holistic approach in the study of ancient near Eastern performance legal tradition is necessary. Malul (2002:21) observes:

Current scholarship tends to interpret ancient specimens of writing along the same conceptual lines that it applies, when interpreting modern specimens of writing, implying that the concept of writing carried in the ancient mind the same conceptual weight as it is articulated in our modern frame of reference.

Malul (2002:21) argues that in our “text-orientated” approach in the study of culture, “the special qualities of our ancient source-material”, which do not fall into the ambit of this orientation, are now “ignored”. Anthropologists gave these approaches a name: “ethnocentrism” as opposed to “graphocentrism” (Malul 2001:21).<sup>130</sup> Malul (2002:29) mentions ethnocentrism and its dangers, using an example referring to Singer who pointed out the generalization in the view that ancient culture, just as in our culture “would be veered in a few classical and highly esteemed works of literature and philosophy”. Malul comments humorously that this meant that every learned person would be:

...strolling around in the cities, streets, and alleys with tablets of ‘masterpieces’ under their arms, going to the local library to exchange them for other ‘masterpieces’ to be read at leisure times... They might also have exchanged such works among themselves and probably discussed, perhaps on Saturday evenings, gatherings and cultural meetings, the contents of such works and debated their meanings and message.

Malul (2002) again advocates the holistic approach to the study of cultures and a multi-

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<sup>130</sup> Hibbits (1992:955) argues that pre-literate or marginally literate societies (e.g. the old Babylonians), have almost no experience with writing as a communication medium in the same sense and influence as the written medium of today, and that for them “through media embracing the entire sensory spectrum, they express their legal meanings in myriad permutations of sound, gesture, touch, and savor. Resisting the temptations of ‘graphocentrism’ on the one hand, and the siren song of orality on the other, we need to reorient our study of pre-literate and marginally literate legal expression, to take all these forms of communication into account”.

disciplinary approach.<sup>131</sup> He refers in his preface to a scholar in molecular biology, who become a practising Tibetan monk, in order to escape the “extreme specialization and focus on tiny details” found in western science, and who advocates “the whole picture”-outlook.<sup>132</sup>

Malul (2002:5) emphasises that the “human senses ... are the key to understanding the epistemology of a certain culture”. In every culture, there are “different configurations of the human sensorium”. If we are not aware of this in our study of a given culture, there is “a real danger of imposing our frame of reference on a completely alien subject-matter” (Malul 2002:6).

Recent trends in present-day science reflect that of “the scientific world”, and therefore we “need to look at matters from a holistic, three-dimensional, and dynamic point of view, applying multi-disciplinary glasses” (Malul 2002:19).

Malul (1990) offers two approaches in the study of ancient Near Eastern sources, namely historical- and typological comparisons. The former is a method employed where there is a historical connection of the common tradition between societies (Malul 1990:13). Typological comparison is applied to societies that are geographically and chronologically distant, lacking historical connection (Malul 1990:14). The aim of the first approach is to discover a historical connection between cultures, while the second is a study of the different

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<sup>131</sup> Malul (2002) asserts that he devised such an approach and outlook in his book titled “*Knowledge, Control & Sex*”. He “encountered tremendous difficulties”, and he stated that “time and again felt that the project undertaken may be too pretentious” (Malul 2002:ix). His book was about the “idea of knowledge” as one of the three fields which he analysed. This concept of knowledge is the idea of cognitive knowledge and knowing “which should be central in the study of the interaction between man and his surroundings”. Questions to be asked are: “How do we know and perceive the world of phenomena on which we live? What are the means or apparatuses [*sic*] by which we come to know this world? What phenomena of this world are we actually able to perceive, and what phenomena are beyond our perception, and what are the factors dictating this differentiation? Are the perceptions and knowledge of a certain person the same as those to another person of the same social or cultural group? Is a certain social or cultural group’s epistemic load comparable or common to that of another social or cultural group? Do people of different social and cultural groups perceive the same world of phenomena [*sic*] similarly, or does each group see matters from its own idiosyncratic angle? Is there finally, any such ‘world of phenomena’ out there waiting to be perceived and apprehended, even in different ways, by different individuals, or different social and cultural groups, or perhaps all is the product of our mind, or at least of the interaction between our sensorial apparatus and the outside world?” (Malul 2002:4).

<sup>132</sup> Morrison (1997); Van Reenen (1996); Thomas (1989) and Watson (1996) in their studies of law, acclaim a universal approach. They warn against an isolationist one which ignores the rest of society’s aspects. These scholars tend to agree that there is a named universal or collective conscience towards the application of principles to law. Watson (1996) goes so far as to explain that the named transplantation of law is not so much a concrete decision of lawmakers, but more a natural or incidental and even a universal collective conscience of humans towards law. The outlook of theoreticians of law is in sharp contrast with that of practitioners, where lawyers and advocates in their daily dealings with the law tend to isolate law, by focusing on the principles and look out for authoritative sources, that indubitably suit their clients’ needs.

forms of society, to create a theoretical model for the study of universal human social phenomena (Malul 1990:15). Malul (1990:17) explains:

The biblical and/or ancient Near Eastern comparative scholar applying the typological approach uses evidence from one culture for illuminating another culture and understanding it better, or for demonstrating certain institutions and underlining certain beliefs and principles.

These methodologies each propose different ways to investigate ancient Near Eastern textual sources. At the end, it is the scholar's prerogative to decide which methodology is sound and suitable enough to provide answers to a thesis statement and which is appropriate for different techniques applicable in the study of chosen textual sources, keeping Malul's (1990:160) advice in mind:

Every scholar, adhering closely to clear methodological criteria, may put the comparative method and also the results of other scholars' comparative studies to objective tests, without his hands becoming entangled in apologetic and pseudorthodox tendencies which have no place in scientific research.

In this thesis, Malul's (1990:13) typological comparison approach is used by employing a typological comparison of city-state versus city-state.<sup>133</sup> The city-states' philosophy and styles of management of the division of the communally property, as well as the influences of scribal school traditions is investigated and compared regarding the agreements' implementation in society. This also includes the agreement's consequences for the family members involved in the agreement, including the family members' own approach to the agreement.

### 5.3 PRACTICAL APPLICATION OF A FAMILY DIVISION AGREEMENT IN A DECEASED ESTATE

In the best of times, as regards communally-shared property, peace in a family (or partnership of co-ownership) is maintained. As is frequently the case in life, matters are not always simplistic; because of the nature of co-ownership in undivided shares, impractical and/or

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<sup>133</sup> In the thesis the analysis-method is developed as later in this chapter outlined and its components explained. The analysis-method is a content analysis of the chosen forty-six agreements in each city-state of Larsa, Nippur and Sippar. After analysing the division agreements on the hand of this method, the typological comparison followed.

undesirable situations may compel the need for its dissolution. The dissolution of co-ownership held in communally inherited asset/s received from a family member's deceased estate, is affected by means of a family deceased division agreement. See schematic format (*infra*) explaining the evolutionary, different stages to reach the final stage of the conclusion of such an agreement.

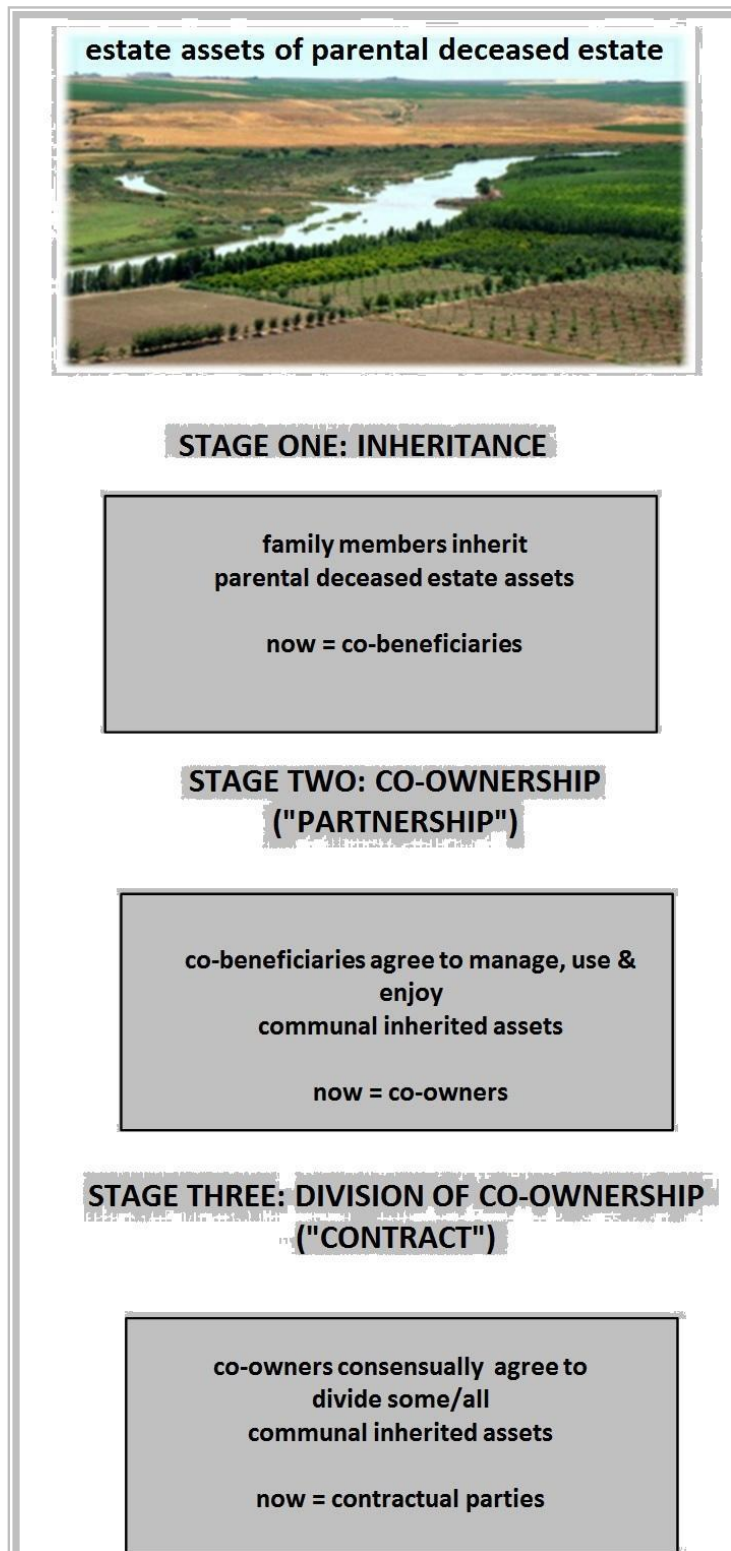


Figure 11 Outline of the evolutionary process of the family deceased division agreement

Stage one: In a kinship group, where the owner of an estate makes bequests to his or her beneficiaries, on his or her death more than one beneficiary is appointed, in equal shares, over one or more assets in the deceased estate. A defined bequeathed fraction of an estate is left to each chosen beneficiary. As a practical outcome, the beneficiary becomes a co-beneficiary in undivided shares of the bequeathed property, in proportion to his or her share. These beneficiaries are closely related in a family kinship relationship, by either biological relationship or a contractual relationship by means of an adoption.

Stage two: The co-beneficiaries now become co-owners and as “partners”, they manage, enjoy and use co-ownership of the property. At the best of times, peace is maintained; however, at the worst of times, due to various factors, the co-beneficiaries may decide it is essential to discontinue their co-ownership.

Stage three: In this stage, as a consequence of possible conflicts or uneasiness as regards the sharing in the communally-shared assets, the co-owners decide to divide some or all of the originally received inherited assets, and by so doing alter co-ownership to sole ownership, regarding some or all of the communally-shared assets. This is more easily said than done, for the co-owners who now become contractual parties must consensually agree to divide the communally held property, which possibly has monetary and/or sentimental value. There are possible practical problems owing to the agricultural and architectural factors. Keeping all these implications in mind, on the final conclusion of the agreement, each contractual party will forfeit ownership of a certain asset or assets in order to gain sole ownership of another asset and/or assets. In other words, some “trading” of the assets has taken place.

Lengthy negotiations generally ensue whereby these contractual parties, still in kinship relation, consensually agree to divide the assets.

Factors that may influence the outcome of the division are unique family circumstances, the specific nature of the assets; and legal traditions and -practices. The parties will use different mechanisms to divide, by means of a sale, donation or exchange, the communally-shared asset/s, wherein they consensually trade their rights as co-owners in the communally asset/s.<sup>134</sup>

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<sup>134</sup> In contemporary South African law the division agreement, named the “redistribution” agreement, can utilise the finalisation of the administration of a deceased estate. The mechanisms used in the old Babylonian

The family deceased division agreement is a complex legal notion encompassing many components, mechanisms and details that sometimes *prima facie* may appear simple, whereas in a lengthy agreement containing many particulars, the intrinsic components and mechanisms can unfortunately escape or elude us.<sup>135</sup> A specific methodology is needed to capture this complex legal notion.

#### 5.4 MOTIVATION FOR AN ANALYSIS-MODEL

An analysis-model was designed to simplify and overcome problems, with the aim of identifying the categories and sub-categories of certain prerequisite requirements, legal practices and scribal school practices, as well as the intrinsic details of the agreement. The important aims of the developed analysis-model are the following:

The division agreement is a complex legal notion: potentially, by choice between beneficiaries in one agreement, at least one or some of all three legal constructions can occur, namely a sale, exchange and donation. These different constructions reflect the uniqueness of the solutions of each agreement and serve to a certain extent as indicators of the special circumstances of each family involved. These aspects and differences can better be identified, if basic requirements for each type of division agreement are outlined through an analysis-model. A category for these basic requirements are created, named the essential elements.

Keeping in mind that the details in the division agreements such as different assets awarded to different contractual parties under certain conditions, varying solutions and special conditions, unique to a division agreement, in turn may reflect the legal practices and scribal traditions of

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family deceased division agreement are the same as those in the “redistribution” agreement in South Africa. In a South African law report, the learned judge Dowling referred to a sale, donation and exchange as “vehicles of redistribution”, and said that “some sort of reshuffle of assets” in the estate took place with a redistribution agreement (*Klerck v Registrar of Deeds* 1950 1 SA 626 T 630-631). The scope of the thesis does not permit a discussion regarding the possible reception or transmission of a division agreement from the ancient Near East to Roman and Roman Dutch law, and then South African law. However, this is still an open question which could be investigated in a further study. See Appendix K (in volume 2), regarding the development of the “redistribution” agreement in the minds of the majority of contemporary South African jurists.

<sup>135</sup> The following definition of an old Babylonian division agreement captures the essence of the family deceased division agreement. An old Babylonian family deceased division agreement is a consensual family agreement between close members in ‘n kinship group, wherein they consensual agree to the dissolution of co-ownership to sole-ownership, regarding the estate owner’s estate assets; and through means of a sale (“bringing in” of assets), donation and exchange, devolve the bequeathed assets among the co-beneficiaries/owners, who as a result thereof are contractual parties; and with the conclusion of the agreement sole-owners of the agreed portion or assets of the once held communally-shared estate assets.

a city-state. If one only reads each agreement without systematically outlining and dissecting the different components – the dissimilar legal practices, choices made by the contractual parties and scribal school practices in each agreement – may elude one.

In addition, in the division agreements from Larsa, Nippur and Sippar, different legal practices and scribal traditions exist in each city-state and to a lesser instance between time-periods, which makes a comparison study difficult. There are in one city-state alone various sequences of legal practices and aspects of a division agreement, which can only be identified by analysing and categorising the smaller details of each agreement.

Therefore, two categories were created, termed the natural and incidental elements.

- In the first, the natural elements reflect the legal practices, which are the choices of the contractual parties pertaining the terms and conditions of the agreement.
- In the other, the incidental elements reflect the scribe's style and scribal traditions, as well as the quality of the tablet itself being studied.

The methodology can also be used with other Old Babylonian agreements such as sale or adoption agreements, to identify and outline what elements are to be classified into different groups, with the overall understanding that there are certain essential requirements and elements present to qualify as a particular agreement. Within this framework, other aspects of a legal notion can be systematically grouped, such as the identification of the elements and terms chosen by the contractual parties, and governed by legal traditions; as well as a specific scribal tradition and scribal writing styles.

Generally, the categorising of parts and aspects of a family deceased division agreement in an analysis-model, assists in a more thoroughly comparative typological study, of forty six family deceased division agreements within the city-states of Old Babylonia Larsa, Nippur and Sippar.



## 5.5 ANALYSIS-MODEL OF A DIVISION AGREEMENT

### 5.5.1 Introduction

Old Babylonian society was predominantly an oral one.<sup>136</sup> A distinction is made between oral and recorded division agreements, keeping in mind that writing and recording did not have the same value as today.<sup>137</sup>

We are limited to just a few cuneiform division agreement texts, in which we can *prima facie* recognise beneficiaries in their different status positions in the kinship group. The beneficiaries, as co-owners orally agreed to a division of a late family benefactor's assets, wholly or partly, in order to secure sole ownership regarding certain communally inherited assets. The capturing of the agreement on a clay tablet is only a recording, which is three-dimensional<sup>138</sup> in reality, and “snapshots” of an oral agreement, where a scribe has chosen to decide which details, may or may not be included in the recording.

For a holistic overview of the schematic ordering of these agreements' contents, see *infra*, the table outline of the classification of the details and elements of a family deceased division agreement.

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<sup>136</sup> Malul (2002:47) reflects on the function of the written word in the ancient Near East. Malul (2002:46) contended that it does not have the same meaning and definition for us; for, there it was perceived as a magical object. The seals, for instance, were an object and not an “object outside themselves”. Seals also have a magical effect (Malul 2002:47). He argues that the problem occurs where: “[T]hinking in the framework of a writing mind-set we apply our set of codes and cues and sift the ancient evidence through it, thus ultimately seeing our own reflection rather than the ancient and alien culture” (Malul 2002:53).

<sup>137</sup> Malul (2002:36) observes that today “language has become a conceptual abstract tool for articulating thought, and in certain contexts the call for extreme objectivity seem to have drained it of its performance qualities. In short, language has become a medium of reflection rather than a reflection of action” (Malul 2002:36).

<sup>138</sup> Cf. discussion by Hameeuw & Willems (2011). They opine that the cuneiform tablets are three-dimensional objects on which scribes write on all six sides (Hameeuw & Willems 2011:165).

**Table 5 Outline of classification of elements of family deceased division agreement**

Division agreement of a deceased family member's estate		
<u>Oral division agreement reflected in recording on tablet</u>		<u>Recorded division agreement</u>
<u>Essential elements</u> (Basic requirements / “to be a house”)	<u>Natural elements</u> (Legal tradition practices/ “type of structure of house”)	<u>Incidental elements</u> (Written formalities of the agreements & qualities of the texts/“decorations of house”)
		<u>Written formalities of agreements</u>
E 1 Family connection: beneficiaries	Nat 1 Adoption/support	I 1 Names of contractual parties, rank
E 2 Deceased Estate owner	Nat 2 Bringing in	I 2 Birth order of brothers
E 3 Estate assets	Nat 3 Division by lots/in good will	I 3 Description of awards/assets
E 4 Mutual consent	Nat 4 Heart is satisfied	I 4 Special legal terms
E 5 <i>Raison d'être</i>	Nat 5 “as much as there is”/ “completely divided”/“from straw to gold”	I 5 Oath clause (king/god)
	Nat 6 No claim	I 6 Witnesses names, rank/family standing
	Nat 7 Oath in temple/oath	<u>Qualities of texts</u>
	Nat 8 Preference portion	I 7 Language
	Nat 9 Shares: equal clause	I 8 Location
	Nat 10 Trust (trustee)	I 9 Tablet's condition
	Nat 11 Usufruct	I 10 Number of copies
	Nat 12 Witnesses	I 11 Date formula
		I 12 Seals impressions
		I 13 Rhythm sequence/special style reflecting scribal school traditions

With the essential division agreement, there exist essential elements or basic requirements, as mentioned. Natural elements are identified which are chosen by the contractual parties through tradition and practice, orally-concluded and recorded in writing. This reflects the social and unique practices of contractual parties who concluded this agreement in the given period and city-states.

The incidental elements encompass the uniqueness of different scribal practices. It is possible that some practices could also occur with oral division agreements such as the presence of witnesses, and an oath-taking procedure, although the majority of the incidental elements mentioned are mainly classified as written division agreements and reflecting scribal school traditions in a said city-state.

### 5.5.2 Essential elements

The contractual parties choose to create certain obligations: every kind of contract contains stereotyped or typical elements that establish it as being a certain type. These are called the essential elements of the contract.<sup>139</sup>

The said elements present to classify an agreement/contract as a division agreement are the following: family connection of beneficiaries, deceased estate owner, estate assets, mutual consent and *raison d'être* of the agreement.

These elements are synoptically discussed as follows:

#### 5.5.2.1 *El Family connection of beneficiaries*

The beneficiaries or co-owners are in a familial connection with each other and are the appointed beneficiaries of the estate owner's assets.<sup>140</sup> The contractual parties were the intestate (family members) or testate (testamentary appointed) beneficiaries of the deceased

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<sup>139</sup> *Essentialia negotii* is Latin for “essential aspects” or “basic terms” and is a legal term used in contracts at present. It denotes the minimum contents of a contract in order for it to be held effective and legally binding. In this regard, the phrase the “essential elements” refers to the specific elements needed to qualify the agreement as a division agreement in order to prevent confusion with other agreements that appear *prima facie* also to be a division agreement, but have different results and mechanisms in place. Cf. De Wet en van Wyk (1992:129) regarding South African discussion of essential elements of a contract.

<sup>140</sup> See Appendix I (in volume 2) regarding a holistic outline of the contractual parties reflecting the amount of brothers, sisters, nephews/uncles and other relationships, in all forty six agreements, specifically in the three city-states of Larsa, Nippur and Sippar.

estate owner's estate. These contractual parties are in general brothers,<sup>141</sup> under certain circumstances a sister or sisters, who is/are usually a priestess or priestesses,<sup>142</sup> while in a few texts they are nephews and uncles; in one text there were a stepfather who adopted his stepdaughter.<sup>143</sup>

#### 5.5.2.2 E 2 Deceased estate owner

The deceased estate owner<sup>144</sup> is most frequently the father,<sup>145</sup> sometimes the mother<sup>146</sup> or both parents.<sup>147</sup> The deceased estate owner's relation to beneficiaries is at least that of kinship. The family assets are bequeathed to family members, either biological or adoptive.

#### 5.5.2.3 E 3 Estate Assets

The deceased estate owner left an estate to his or her beneficiaries consisting of different assets, which are in most cases immovable property. The agreement deals fully or partly with these assets. The Old Babylonian division agreement is a recording of the agreement but unfortunately, in certain texts it is mentioned only that the "estate" is divided among the beneficiaries.

In most of the texts discussed in Part B and C, some details of the oral agreement are reflected. However in relation to the present-day division agreement and for purposes of studying the Old Babylonian agreement, many details and background information regarding the negotiations, circumstances which led to the ancient Babylonian agreement and its finer

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<sup>141</sup> Brothers as the only contractual parties are mentioned as follows: in 10 texts of Larsa (6 texts): L2, L3, L4, L5, L6, L10; in 10 texts of Nippur (6 texts) N1, N3, N6, N7, N8, N10 and 12 texts in Sippar's 26: S1, S2, S8, S11, S12, S13, S14, S18, S22, S23, S24, S26.

<sup>142</sup> Sister/s who is/are one or more of the contractual parties are found as follows: in 10 texts of Larsa (three texts): L1, L7, L8; in ten texts of Nippur none (except for a daughter as an adoptee and natural daughter) N4 and in Sippar's 26 texts (11 texts): S3, S5, S6, S7, S9, S10, S15, S16, S17, S19, S20.

<sup>143</sup> Nephews and or uncles who comprise one or more of the contractual parties are mentioned as follows: in 10 texts of Larsa (one text): L9; in 10 texts of Nippur (three texts) N2, N5, N9; in Sippar's 26 texts (three texts): S4, S21, S25.

<sup>144</sup> See Appendix I (in volume 2) regarding a holistic outline of the deceased estate owner/s as either the father or mother or father and mother, which appear in the forty-six agreements in the city-states of Larsa, Nippur and Sippar.

<sup>145</sup> A deceased father who is the only estate owner is alluded to: in ten texts from Larsa (eight): L1, L2, L3, L4, L5, L6, L9, L10; in 10 from Nippur (9 texts) N1, N2, N3, N5, N6, N7, N8, N9, N10 and in Sippar's 26 texts (21 texts) S1, S2, S4, S5, S8, S9, S11, S12, S13, S14, S15, S16, S18, S19, S20, S21, S22, S23, S24, S25, S26.

<sup>146</sup> A deceased mother who is the only estate owner is mentioned: in none of the ten texts from Larsa; in 10 texts of Nippur (1 text) N4 and in Sippar's 26 texts (4 texts): S3, S6, S7, S10.

<sup>147</sup> A deceased father and a deceased mother who are estate owners are to be found: in 10 texts from Larsa (2 texts): L8 & L9; in none of the 10 texts of Nippur and one in Sippar's 26 texts: S17.

details are omitted on the written clay record. It is also unknown whether the whole of the estate was divided, or only certain assets where the parties were experiencing difficulties with co-ownership. In most of the Old Babylonian Larsa, Nippur and Sippar texts different terms implying the whole of the estate, for example: “as much as there is”, “the division is finished” and “from straw to gold”, could lead to the interpretation that all of the communally held inheritance property was divided between the beneficiaries.<sup>148</sup>

In a few instances where awarded estate assets are described, a distinction can be made between estate assets and money, or goods brought in.<sup>149</sup> Estate assets are the assets of the benefactor, the estate owner. The “bringing in” (sale) of money or goods is an estate administration tool, for only the estate assets of the benefactor are transferred to the rightful beneficiaries of the estate. Thus, the “bringing in” of property or money, entails the property of someone other than the estate owner, with the only aim being to allow the beneficiaries to reach mutual consensus in an equal division of agreed assets, and therefore to equate the assets awarded to all the beneficiaries to reach a more or less equal distribution of sole-ownership.

#### 5.5.2.4 E 4 Mutual Consent

The beneficiaries mutually agree to the terms through symbolic expressions, oaths, and most times, in the presence of witnesses in order to emphasise the seriousness and binding consequences of the terms of the agreement. Different terms are evident in Larsa, Sippar and Nippur.<sup>150</sup>

#### 5.5.2.5 E 5 Raison d'être

In the Old Babylonian period, there are three main methods to dissolve co-ownership in the common property; namely an a typical sale, donation and exchange.<sup>151</sup> To a certain extent a

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<sup>148</sup> This is discussed under the natural elements Nat 2.

<sup>149</sup> The named “bringing in” is classified as a natural element. See Nat 1.

<sup>150</sup> See discussion of these terms in Chapter 6 – Terms.

<sup>151</sup> The division agreement probably took place through argumentation, wherein each party would attempt to maximize her or his own benefit. When a division agreement is concluded between beneficiaries there exists a conflict of interest among the beneficiaries, or there are burdensome circumstances afflicted by law traditions such as the first-born share. However, Leemans (1954:15-18) argues that in old Babylonian families they did not act as an economic unit in the sense of a “organizational framework”, and each family member acted by contract in accordance with his free will and was not subjected to obligations. This is a radical statement deriving from an analysis of a few division agreements, without taking into account the greater corpus of Babylonian legal

modification of the original instructions or will of the benefactor occurs, where instead of a proportionate share in an asset or assets, the beneficiaries, now the co-owners, agree to transfer asset/assets only to one beneficiary. Some reshuffling of assets have taken place. In other words by agreement, through a typical sale, donation or exchange, the co-owners concur that certain beneficiaries alienate their share in the common property, where one of the beneficiaries acquires all the shares of the inheritance property and enjoys the fruits of sole ownership of asset/assets.<sup>152</sup>

How and when co-ownership is dissolved, necessitates innovative solutions. Originality lies in the problem-solving of the impractical and undesirable circumstances, which differ in each given family situation. Also, to be taken in account by the contractual parties wishing to reach a mutual agreement, are the special nature of the assets in their re-allocation, bringing in of goods or cash,<sup>153</sup> and possible equalising of the division of the assets.<sup>154</sup>

### **5.5.3 Natural elements of an oral division agreement recorded in a written agreement**

The said natural elements of the division contract are natural consequences deriving from a division agreement through practice and law. They are not easily noticeable and accessible due to the overwhelming application of oral, rather than written laws and traditions in Old Babylonia. However, the division agreements do seem to operate in a historical-cultural framework. Owing to some consequences deriving from contractual agreements in general, such elements can occur and are part of contractual terms that are expressly or tacitly included

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documents. The rationale of his viewpoint lies in the statement that no trace of liabilities occurs between members in the fulfilment of customs such as the first-born-share (Leemans 1954:18). Notwithstanding, Leemans (1954:16) mentions the well-known case of the Ur III widow published by Owen, wherein she received her right to inheritance after her brother-in-law “unlawfully” took it away from her, and cf. Owen’s (1980) contribution to the text. In Leemans’ (1954:22) conclusion he refers to aspects of such a case as simply “reasons of justice”.

<sup>152</sup> See discussion by Claassens (2004-2005) regarding the present-day South African division (redistribution) agreements.

<sup>153</sup> See section 38 of the named law collections of Ešnunna, wherein Leemans (1954) translates it as follows: “If, in a group of brothers, one will sell his share, and his brother wants to buy it, he (the latter) shall fully pay the average of (what) another (pays)”. Leemans (1954:21) provides the interpretation that this was a transaction between brothers, where a brother wants to sell his share because it is “not big enough for living in”: also, on its own the unit will not “yield a reasonable price”. The “law” “rectifies” this “injustice” and now an average price must be paid. Roth (1995:65) translates this as “If, in a partnership, one intends to sell his share and his partner wishes to buy, he shall match any outside offer”. Leemans (1954:16) did not consider the possibility that co-ownership may be problematic. It seems as if he contended that with a communally-shared inheritance, where the beneficiaries have their say as regarding their own share, and can lease it out without the consent of the other co-owners (Leemans 1954:16).

<sup>154</sup> It is an open question whether the change of ownership in old Babylonian agreements was done by the same sentiments of present-day western societies, which tend to be capitalistic and which are centred on gaining a bargain, as well as on competition.

by co-owners. Some of the terms are similar and others differ in the three city-states, as discussed later in the thesis.<sup>155</sup>

The natural elements comprising the choices from law and practice in Old Babylonian Larsa, Nippur and Sippar are identified as follows: Nat 1 adoption/support, Nat 2 bringing in/equal shares, Nat 3 division by lots/in good will, Nat 4 heart is satisfied, Nat 5 as much as there is/completely divided/from straw to gold, Nat 6 no claim, Nat 7 oath in temple/oath, Nat 8 preference portion, Nat 9 sanction clause, Nat 10 trust (trustee), Nat 11 usufruct, Nat 12 witnesses.

#### *5.5.3.1 Nat 1 adoption/support - clause*

This element in the forty-six texts occurs only in Nippur, N4. The adoption clause structure is included as a natural element of a division agreement due to the special structure of the specific agreement N4. Adoption<sup>156</sup> agreements in Old Babylonia do contain division clauses although the motivation of the agreement is not entirely the same as with a family deceased division agreement, namely only the change of co-ownership to sole-ownership.

#### *5.5.3.2 Nat 2 bringing in - clause*

One of the mechanisms for contractual parties, to implement a division of communally held assets, is by a sale, wherein one of the parties brings in money, or in other words “buys” an asset, of which he or she becomes sole owner.<sup>157</sup> These “bringing in” or sale of an asset, can include something of monetary value: such as silver; or a physical asset: such as a slave or part of a house. The receiver party uses his or her personal asset/s, money or goods to “purchase” a communally held asset.<sup>158</sup>

#### *5.5.3.3 Nat 3 division by lots/in good will - clause*

In some of the agreements, especially in Nippur and Larsa, the contractual parties plot out

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<sup>155</sup> See the comparisons' chapters, Chapter 7 and 8.

<sup>156</sup> Cf. Obermark (1992) and Stone & Owen (1991) who discuss various old Babylonian adoption agreements and *quasi*-adoption contracts.

<sup>157</sup> See at Larsa L4, L6, L7; Nippur N1-N6 and N8 & N9, and Sippar S17.

<sup>158</sup> The **bûr** clause states that one contractual party will pay equally to his brother/s. In Sjöberg (1984:191,193-194) **bur**<sub>2</sub> as a verb under the heading E number 4 denotes “to pay in exchange; to compensate”. In the old Babylonian period these refer to “OB exchange and partition documents” (Sjöberg 1984:193).

different sections of the communally held assets, and by agreement draw or cast lots, distributing by this means the divided awarded assets of sole ownership.<sup>159</sup>

#### *5.5.3.4 Nat 4 heart is satisfied - clause*

In some agreements from Sippar, the parties will state that their hearts are satisfied, reflecting the symbolism, and non-verbal communication in Old Babylonian legal traditions.<sup>160</sup> This term is discussed in Chapter 6 (Terms).

#### *5.5.3.5 Nat 5 as much as there is/completely divided/from straw to gold - clause*

These terms reflect the whole of the communally held inherited assets, which are divided among co-beneficiaries, who as contractual parties agree to the total division of the assets. In Larsa,<sup>161</sup> but mainly in Sippar,<sup>162</sup> different terms are used to reflect the division of the total estate. However, the mechanism of the division of the total estate stay the same. In other words the division entails the division of all of the inheritance assets received from the family benefactor's estate. The co-beneficiaries as co-owners, had to share their co-ownership, but at a particular stage decided by consensual agreement to divide all of the communally held assets into portions of sole-ownership. These terms are more comprehensively discussed in Chapter 6 (Terms).

#### *5.5.3.6 Nat 6 no claim - clause*

This term is one of the more frequently represented terms, and reflects the only kind of enforceable term in the family deceased division contract.<sup>163</sup> Thus in the majority of the texts we find that the contractual parties, who are also family members, confirm that they will not

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<sup>159</sup> See Larsa L5, L6, L8, L10; Nippur N1, N2, N4, N5, N7, N8, N9, N10 and Sippar S26. See also discussion by Kitz (2000) regarding division by lots in the Book of Joshua.

<sup>160</sup> See Sippar S1, S3, S5, S7, S8, S23.

<sup>161</sup> See Larsa L2, L4, L7, L10.

<sup>162</sup> Sippar S1-S9, S11-14, S16-20, S22-25.

<sup>163</sup> In Tell Harmal only two texts were found containing a sanctions clause. Ellis (1974:136-140) translates and briefly discusses discrepancies and differences in this agreement as part of her discussion of five texts, of which this one is shown as "Text B". It was a division agreement in the reign of Ibalpiel II year 10, between Ipiq-Amurru and Ana-Šamaš-balaṭi. In line 19 the contractual parties stated "should a claimant arise, he shall pay 2 minas of silver" (2 **ma-na kū-babbar i-lal-e**). The other case is a text also from Tell Harmal where Ellis (1974:140-142) translates and briefly discusses discrepancies and differences of this agreement as part of her discussion of five texts, of which this one is shown as "Text D". It is a division agreement between Nanna-mansum, Warhum-magir and Imgil-Sin. In Line 19 (4 **ma-na kū-babbar i-lal-e**) – "Should a claimant raise a claim, he will pay 4 minas of silver".



lodge a complaint in the future against another. In Chapter 6 (Terms), the term is comprehensively discussed.

#### *5.5.3.7 Nat 7 oath in temple/oath - clause*

References to oaths do occur in the majority of the texts, normally naming a god and/or king, and sometimes in Sippar, on oath naming the city.

Apart from the normal oath, which the contractual parties swear to, there are additional provisions in three Sippar agreements, showing a symbolic multi-sensory act where contractual parties actively involved themselves, to emphasise and conclude the division agreement.<sup>164</sup>

#### *5.5.3.8 Nat 8 preference portion - clause*

Concerning this natural element, the contractual parties as co-owners of the inherited communally-shared properties, consensually agree that their brother receives, as a preferential share, more than they do, and after this portion is allocated to him, the rest of the communally-shared property decided upon is plotted out in portions, whereby each received sole ownership.<sup>165</sup> In Chapter 6 (Terms), the term is comprehensively discussed.

#### *5.5.3.9 Nat 9 shares equal - clause*

This natural element shows that the contractual parties mutually agree to divide the communally-shared assets into equal parts. Usually this is accompanied by the provision that the portion is divided by a casting of lots.<sup>166</sup> This term is discussed in Chapter 6 (Terms).

#### *5.5.3.10 Nat 10 trust (trustee) - clause*

A clause regarding the trustee can be found in Sippar text S25. The contractual parties agree regarding certain properties, that they will administer these together; on closer inspection, the

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<sup>164</sup> For instance, see in this regard Sippar texts, namely S5, S25 and S26.

<sup>165</sup> Normally accompanied with the term **gišbanšur zà-gu-la**: a table **zaggula** (some scholars translate it as a first-born share or preference share or primogeniture rule). See Nippur N1, N2, N6, N8, N9 and N10, and in Larsa one text: L10.

<sup>166</sup> See Larsa L3, L6, L7, L8, L9, Nippur and Sippar.

conclusion can be reached that this is a trustee-construction.<sup>167</sup> This term is discussed in Chapter 6 (Terms).

#### *5.5.3.11 Nat 11 usufruct - clause*

This natural element occurs in the Sippar texts.<sup>168</sup> In the text, the rights and duties of the usufructuary and bare dominium owner must be interpreted. Usually after some interpretation of the context of the text, the usufructuary's rights to use and enjoy the profits and rights, as well as conditions are evident.<sup>169</sup> In most cases, a usufruct is established by the provision that the bare dominium owners, usually the brothers or son of the usufructuary, have the obligation to look after the female family member (usufructuary), regarding some or all of the assets. In Sippar, the usufruct is used to provide a family member, usually a female, with some food and clothes. This places an extra burden financially and personally on such an owner. By practical implication, the bare dominium owners not only have to maintain the property, they must also make it sufficiently profitable for themselves, as well as for remunerating the usufructuary in accordance with the agreement. In most agreements, there is a provision that if the bare dominium owners forsake their duty, the usufructuary can appoint someone else to look after the property. In such a case it seems that the brothers are owners, subject to the condition that they must support the usufructuary in their capacity as bare dominium owners; however if they neglect this duty they forfeit their ownership.

#### *5.5.3.12 Nat 12 witnesses - clause*

In almost all of the forty-six division agreement texts, a witnesses clause is present. If this is not the case, it is due to a damaged tablet. Witnesses in these recordings together with the parties, testify to the details of the agreement (Veenhof 2003:147). Their appearance, and names, were of the utmost importance, because if a dispute occurs, these witnesses must testify to the details. Thus, their function is nonetheless much wider than that of attestation. They are actively involved in the application of the performance legal traditions in the division of the assets into sole ownership.

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<sup>167</sup> See S25: The devices of the father's house, which (yet) emerge, belong to them together. The fief of the father's house they will administer together.

<sup>168</sup> See Sippar S5, S17 and S19.

<sup>169</sup> See discussion of the texts in Chapter 6 (Terms).

#### 5.5.4 Incidental elements in a written agreement<sup>170</sup>

The uniqueness of different scribal practices is evident in the written division agreement; however parties can choose to include these practices in the contract, and these practices do not form part of the basic requirements to classify a contract as a family deceased division agreement.

The written formalities of a recorded division agreement are not a prerequisite in this respect. A recorded agreement in the Old Babylonian period does not have the same value as the oral agreement, which is also, why witnesses are present. Documentary evidence was not necessary, for there was the performance of the oral agreement between the contractual parties and witnesses, to corroborate the details of the oral agreement. In most cases in the recorded agreement, the description is not precise, and sometimes there is only a synoptic reference to household goods, field, house, and etcetera. In a few instances, there are detailed descriptions of the slaves and the houses, *in situ*.<sup>171</sup>

Most times the services of a scribe were obtained, although in a few texts one of the contractual parties wrote down, or summarised the orally stated consensual agreement. In the latter cases, the information and structure of the written agreement differs from the practices of the different scribal schools. In the case of an individual, not part of a formal scribal school, the context of the written agreement was more direct and informal.

Thus, incidental elements are aspects of the written formalities and qualities of division agreements recorded by scribal school practices influenced by region, language differences, social, economic and architectural conditions.

Incidental elements may be categorised into written formalities of the agreements and the qualities of the texts. The outline is as follows:

Under written formalities, the following aspects are investigated, namely: names of contractual parties, birth order, and description of assets (thorough description, value), special legal terms, sanction clause (type), oath clause (regarding specific king/god) and witnesses

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<sup>170</sup> Abbreviated as “I” in numerical sequence of equal value to one another.

<sup>171</sup> In present-day law practices, the drafter’s painstakingly noting down the description of the assets and this have an evidential value for each agreement.

(regarding names, rank/family standing).

As regards to the recorded division texts, the following qualities were emphasized: language, location of text, tablet's condition, copies, date formula, impressions of seals and the rhythmic sequence/special style reflecting a scribal school traditions within a certain city-state.

#### *5.5.4.1 Written formalities of division agreements*

##### (i) I 1 Names of Contractual Parties, rank

In the written agreement, normally the names of the parties, their relationship with each other and their standing within their family, for example son or daughter of x, are stated. The names may suggest some insight as to whether they were Semitic, Sumerian and Akkadian. In the Nippur texts, which were predominately written in Sumerian, the names of the contractual parties and witnesses were Semitic.

##### (ii) I 2 Birth order of brothers

Sometimes the ranking order in the family was given. In most of the texts this occurs for a reason, for instance in the preference-share clause, where the oldest son received a preferential portion of the deceased parent's estate; although sometimes, while there was a preferential share, the ranking was not given.

##### (iii) I 3 Description of assets: thorough description, value

In certain texts in the city-states of Nippur especially, as well as some in Sippar and Larsa, the property was described in detail. In most of the texts, only the more valuable items are mentioned such as immovable property, and slaves.

In the Sippar texts, the majority of the estates were fully divided, due to the typical term, "from straw to gold"; and in Larsa and Nippur, "as much as there is" and the "division is finished", which may reflect a total division of the whole of the communally held estate.

Weights<sup>172</sup> or size<sup>173</sup> formed part of Mesopotamian economic transactions.<sup>174</sup> The minas of shekels were “weight-metrological terms” (Powell 1996:226).<sup>175</sup> Powell (1996:226) argues that there was no evidence in cuneiform texts of “symbolic or representational monies”.<sup>176</sup> In some of the division texts, the amount of shekels is given with the size of assets. However, silver money played a less important role than agriculture productivity (Renger 2007:195).

Other objects and substances included cows, sheep, asses, slaves, household utensils and any corporeal objects. In the division agreements, these commodities were used as a “bringing in” of goods to equalize the value.<sup>177</sup>

#### (iv) 14 Special legal terms<sup>178</sup>

Certain terminologies or phrases are present, although they more or less form part of the natural elements and written requirements of the agreement. Particular phrases are unique to the agreement, and therefore make it easier for a reader of cuneiform texts to identify the agreement from other texts, while regional differences occur. In some of the written agreements, we come across these special practices of symbolic gestures. These are common among other agreements, as well as social-, economic-, and business situations and transactions. Unfortunately, we can only find some glimpses of these practices in the written sources. With each text, these special terminology and phrases are mentioned. This

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<sup>172</sup> “Coins” — monetary items such as minas and shekels.

<sup>173</sup> Grain.

<sup>174</sup> Cf. Renger (2007:187-197) regarding a general outline of the economy of ancient Mesopotamia. The ancient Mesopotamian economy was based on agriculture together with animal husbandry. In addition, the manufacturing and production of crafted goods were secondary important (Renger 2007:187).

<sup>175</sup> According to Powell (1996:226) old Mesopotamian economic transactions were all about weighing and measuring (Powell 1996:226).

<sup>176</sup> Powell (1996) believes that the “substance-oriented character of the monetary system” called for the “remarkable long-term stability of prices in Ancient Mesopotamia”. Other factors also caused this stability. This “fundamentally hierarchical” society resisted change, and was “essentially hostile to innovation”. Furthermore, most people were poor, and owing to cheap labour, received low wages which caused prices to stabilise. There were other materials which functioned as money that were arranged in order of value such as barley, lead, copper/bronze, tin, silver and gold (Powell 1996:227). Importantly, money and goods were not part of the monetary system. The preference for what was used depended on such settings as time and place; for example grain displays greater “value fluctuations” — due to seasonal changes, as well as the agricultural economy and its needs. Barley was more “cheap, local money”. As regards silver, both parties were in the possession of weights and balances (Powell 1996:229). Powell noted the absence of specifications of quality (Powell 1996:230). It seems that quality was probably difficult to prove; however he believed the parties knew how to distinguish it, but did not bother to write this down, for it was maybe too obvious (Powell 1996:230-234).

<sup>177</sup> According to Powell (1996:228), movables in transactions were probably more often used. In instances of cheaper commodities the directly exchange of commodities were often used, instead of the medium of exchange of goods, by for example, money.

<sup>178</sup> See discussion of terms in Chapter 6 (Terms).

determines the legally binding nature of the contract, which is substantiated and validated by certain factors and formalities of symbolic terms and gestures.

(v) I 5 Oath clause (king/god)

In most of the division texts, the contracted parties swore an oath. The oath clause<sup>179</sup> in most instances occupies a special position in the text, after the sanction and provision clauses and before the date clause and witnesses.

The details of the oath are indicative of the time and place of the agreement, for the parties swore by the name of the reigning king and/or the gods of the city and/or even to their city-state. In some instances where the king was deified, only his name was used. In most cases, the parties would only swear to certain gods. In some agreements, copies were made for the same contractual parties pertaining only to their agreed division of the property; each agreement would refer to its own different gods, to which the parties swore an oath. Each city-state's scribal school used its own formula or specific wording.<sup>180</sup>

Oaths were considered part of the "normal contract procedure", and found in several legal texts throughout the ancient Near East. The oath was present in most of the division agreements.

(vi) I 6 Witnesses' names, rank/family standing

There were normally witnesses present; their names were mentioned as well as their seals.<sup>181</sup> Certain persons acted as witnesses to the division agreement and their presence was verified by noting their names, and in most instances their rank or status appeared on the document. In some texts the professions of some of the witnesses such as the **dub-sar** and **bur-sal**'s were

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<sup>179</sup> The oath in a private document usually consists only of an oath before a god or, in exceptional cases in Sippar, in the temple. See texts S25 & S26. In the named political documents or treatises, the oath possesses a different added characteristic, which includes loyalty to the king, an obligation to act against rebels and a curse for treaty breakers (Weinfeld 1976:380). Weinfeld (1976) undertook an in-depth investigation regarding these oaths, and opines that in the treaties and loyalty oath of the ancient near East, there are similarities. Cf. Mercer (1913).

<sup>180</sup> Oath references are also found in many of the named collections such as Ur Nammu, Ešnunnu, Lipit Ištar, Hammu-rāpi, Middle Assyrian (Magnetti 1979:2).

<sup>181</sup> In contrast with ancient Mesopotamia in contemporary law the contractual party's signature is only an authentication of the signature and identity of the signatory (Sharrock 2007:112).

given, probably to distinguish that these were the scribe and seal maker of the recorded agreement. In some Nippur texts the priest's profession was also given. In each city-state the scribal tradition negates if the Sumerian term **igi** or Akkadian term *maḥar* were used which is translated as "before". The words **igi** and *maḥar* are designated before each witness name. The birth order-ranking and sometimes even a profession held by the witness is mentioned.

#### 5.5.4.2 *Qualities of cuneiform division texts*

##### (i) I 7 Language

Akkadian and/or Sumerian were used depending on the scribal traditions of Larsa, Sippar and Nippur.<sup>182</sup> In the Nippur texts, Sumerian was employed. In Sippar, predominantly Akkadian was used with some Sumerian words and terms. In Larsa the tablets was predominantly written in Akkadian. Thus the analysis of the languages can assist in identifying the terms used in the different city-states.

##### (ii) I 8 Location

In most of the cases, as a combination of the language, terms, date formula, and archaeological evidence, the location of the text can be established.

##### (iii) I 9 Tablet's condition

An important feature of the quality of the discussed text, concerns are whether it is in good condition and not damaged. If damaged, it is necessary to assess to what degree, for this could seriously impair the quality of the text captured on the tablet, and hinder proper

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<sup>182</sup> Speculation and debate are evident amongst scholars regarding the beginning and ending of Sumerian and the co-existence of Sumerian with Akkadian languages. Michalowski (2006:159-160,171,177-178) opines that Sumerian as a language does not have one life, but several lives and several endings. According to him there is only speculation regarding the origins of the people called Sumerian, their language and the death of their language Sumerian. Furthermore, he argues that it is problematic to associate languages with different groupings, and thereby "create labels" and "mentally constructed" "nations", for these do not exist in the earlier recorded Mesopotamian history (Michalowski 2006:159). Sumerian had a "long and complex life as a literary vehicle" (Michalowski 2006:160). He opposes comparisons of Sumerian with the use of Latin in European Middle Ages and considers it "too simplistic and often misleading". It is better to refer to the history of Sanskrit, as described by Pollock (2001 & 2003) He does not consider the Sumerian written history as gradual evolution, but "punctuated equilibrium" (Michalowski 2006:160). Michalowski (2006:171) contends that, "If we accept a historical chasm between the written language, with its own complex history, and whatever vernaculars were once used in the land, the issue of the death of Sumerian has to be seen in a new light, since we must ask ourselves what exactly died and when".

interpretation of this text.

Furthermore, the physical characteristics of the tablet are indicative of the scribal school tradition, regarding certain types of documents or contracts. These characteristics may include:

- written on the reverse and obverse,
- existence of any free spaces,
- tablet is slender or round,
- tablet's width and height (ratio),
- tablet: sealed, and
- tablet accompanied by an envelope.

(iv) I 10 Number of copies (agreements)

In some instances, especially in Sippar, and some agreements in Nippur, each contractual party received his or her own copy of the agreement, regarding his or her agreed division of the parental estate assets. In Larsa, all awarded divided assets of the contractual parties were reflected on a clay tablet.

(v) I 11 Date Formula

In some scribal practices, especially in Nippur and Sippar, a date formula occurred which usually entails a significant event in the king's regal year, and assists in the chronological placing of the text. For example, certain small discrepancies in Nippur occurred with respect to the time period between the Larsa Dynasty and the First Dynasty. Hence these assist in determining the chronological placing of the text, and the scribal tradition of the city-state.

The dating of recordings are, in accordance with Horsnell (1977), divided in two groups of dating by numbers and that of names. Dating by names is possible either from the mention of a high official, or the description of an event. In the division agreements it is the latter. This is termed a year-name system, the sentence being the "name" (**mu**) of the year, and was usually written in Sumerian (Horsnell 1977:277). Horsnell (1977:283) investigated the



grammar and syntax of year-names and came to the conclusion that with very few exceptions, the year-names must be translated actively.<sup>183</sup> He states that they:

...were originally promulgated to commemorate the actions of the king. The king is conceptually the cause of the event described and as such he is the grammatical subject of the year-name statement. Consequently, the year-names on the promulgation tablets and their secondary copies commence **mu RN lugal-e** with the agentive -e and have clear transitive-preterite forms of the verbs. Variants necessitating a transitive-active interpretation can be found for the majority of the year-names of the dynasty (Horsnell 1977:283-284).

The year-name statement is therefore best translated: “The year: RN did such-and-such” (Horsnell 1977:285).

(vi) I 12 Seals impressions

In some texts, there were seal impressions. Sometimes the seal impressions were made on the side of the tablet and in other instances underneath the text. In Old Babylonian Nippur (N1), there is an example of a special seal made for the conclusion of the written division agreement.

Blocher (2001:144) states that the Old Babylonian seal impressions were a “highly individualized object”.<sup>184</sup> However, regarding two aspects there were no room for choice, which were the way the seals were rolled on the tablets, and the compulsory sealing of the tablet or case (Blocher 2001:144-145).<sup>185</sup>

Malul (2002:47) opines that seals served to identify “instruments of their owners” and were considered as “magical instruments attesting to the veracity of the document and to the binding of the person to its contents”. Other features of the seals are that documents in the ancient Near East “were sealed before being written”; seals were not personal and were

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<sup>183</sup> Cf. Cohen’s (1993) discussions of year-names.

<sup>184</sup> Werr (1986:461) analyses Old Babylonian cylinder seal designs from old Babylonia Sippar and studied the impressions on dated tablets from archives and sites with stratified levels. He also studied those from Tell Harmal and Tell el-Dhibai, in the Diyala region northeast of Babylonia (Werr 1986:462). He states that “well carved and beautifully executed seals” belonged to the old Babylonian period (Werr 1986:462).

<sup>185</sup> The scope of this thesis does not allow for a study of the different seal impressions of the division agreements in the city-states of Larsa, Nippur and Sippar. However, in light of individualism shown in seal impressions, a further study may shed more light on the different individualised practices.

commonly borrowed and exchanged, since the names on the sealed tablet do not necessarily match the seal impressions. Malul (2002:47) contends that therefore the “seal owner was not important”, and notes that a substitute for a seal could include finger nails and the hem of a garment,<sup>186</sup> which points to the “basically magical nature of the act of sealing”.

After the conclusion of a business transaction such as a sale, “seal designs are mostly known from the impressions of cylinder seals, which were rolled on clay tablets, probably by the scribe”. As a general practice it is the seller’s seal (the party alienating the goods) whose seal was placed on the tablet, as well as those of witnesses to the transaction. As a rule, these seals were also placed on the seller’s clay envelope of a tablet; on that envelope, the text of the tablet was duplicated (Werr 1986:461). Werr (1986:461) identifies “two styles” of seal impressions in Sippar, of which one has “an exceptionally rich repertory and delicate engraving”.

Unfortunately, the majority of seals do not have an inscription, so it is sometimes difficult to make an estimate of the date of the tablet. Among those who are inscribed, only one or two gods, and the seal owner’s name were mentioned. In cases where the seal owner “calls himself the servant of a historically known ruler”, we can then manage to estimate the date. However, other information on the tablet may assist us, as for instance where the date is mentioned (the year name), usually on legal documents (Werr 1986:461).

(vii) I 13 Rhythm sequence/special style reflecting scribal school tradition within a certain city-state

In each city-state there was a differentiation of sequences in the appearance of essential- and natural elements, affected by the choice of the scribe who inscribed the oral agreement on the clay tablet. In this respect there seem to be specific scribal school practice patterns of style, with some exceptions. See Appendix G for a discussion and table format outline of these sequences in the said city-states, and Appendix H reflecting schematic outlines of geographical and chronological distribution of sequence patterns in the said city-states.

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<sup>186</sup> See also Malul (1988:291-309,451; 1991).

## 5.6 OTHER TYPES OF DIVISION AGREEMENTS: DIFFERENT MECHANISMS AND SOLUTIONS

### 5.6.1 Introduction

Distinction is made between this agreement and other division agreements, for each type of division agreement has its own unique specific aim and end-result/s establish by consensual agreement by the contractual parties. For instance, regarding a family deceased division agreement, there are similar agreements, such as a *quasi*-division agreement in an adoption agreement,<sup>187</sup> a living estate owner's division agreement between his future beneficiaries<sup>188</sup> and dissolution of partnership<sup>189</sup> in Old Babylonia, which *prima facie* is similar.

The similarities of these types of agreements emerge when a scholar has to distinguish a division agreement from other legal constructions such as sale, donation, and exchange etcetera. The division agreements all include one specific term, namely that the contractual parties mutually agree to the terms of the agreement. Specific terms used by the Old Babylonian scribes from the city-states Larsa, Nippur and Sippar were the Sumerian terms **ba**

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<sup>187</sup> See a Nippur text in Stone & Owen (1991:43-44), text ARN 45.

<sup>188</sup> See an agreement excavated from Nippur and as translated by Edward Chiera (1922:104). The language is Sumerian. It is an agreement between Warad-<sup>d</sup>Sin and Nur-<sup>d</sup>Šamaš, to which the father, Awil-ili, is also a party. The agreement is one of the legal administrative documents found in Nippur - mainly from the Isin and Larsa Dynasties, during the reign of king Damiḫ-ilišu. The measurements are 7.3 inches in length x 4.4 inches in width x 2.2 inches thickness of an unbaked tablet (Chiera 1922:104). The text is number 16 from the catalogue of the Babylonian section CBS 10894 (Chiera 1922:54-55). Chiera (1922:54) named this text as "a father divides his property among his children on condition that they provide for his substance". The obverse contained a document with the terminology present of a mutual agreement concluded between the contractual parties. Chiera (1922:40 fn 1,55) pointed out that if it had not been for the first two lines that began with the description of division agreed upon, we could have considered it to be an adoption agreement. However it seems that the text is not an adoption agreement, nor is it a deceased division agreement, nor a will. The father of the paternal estate was still alive during the making of the agreement; unlike the deceased division the children concluded an agreement with their father regarding their shares, to become the ultimate owners at the time of his death. In a will, the father can later decide to alter his intentions; however here he binds himself by agreement to deliver the estate assets to his sons, on condition that his sons maintain him. (Theoretically in South African law terms the agreement could be classified or understood as a *donatio mortis causa*-construction.) More specifically, the living estate owner donates his assets to each of his sons while in the second half of the preserved agreement the sons will pay to their father, Awil-ili, monthly alimony and substance of oil, as well as an annual amount of silver for sustenance. If the sons do not pay the sustenance, then each son will forfeit "his heirship". They will finally receive ownership of the property, at the time of their father's death, if they have succeeded in maintaining their father, as per agreement. The aim of the agreement was twofold: firstly, to allocate the estate assets to the future heirs of the estate owner's estate during his lifetime. Secondly, the two sons were required to pay their father maintenance as a provision to inherit the assets as beneficiaries (heirs) at the time of his death and become owners of them. In practice it seems that the brothers took control of the assets to assist them in maintaining their aging father, although they were by agreement not considered rightful owners; ownership would only become actual if they adhered to the agreement.

<sup>189</sup> See a Sippar text from Duncan (1914:188-189) which is a partnership agreement between Ērib-Sin and Nūr-Šamaš with the terms *mi-it-ḫa-ri-iš i-zu-zu-ma*, "where they agree to equally divide" the communally-shared assets. Also Cf. Schorr (1913:224-278). The same term, "in mutual agreement", **še-ga-ne-ne-ta** is also predominantly use in the dissolution of the partnership.

and **še-ga-ne-ne-ta** and the Akkadian term *i-zu-zu*. Another similarity is that the contractual parties with each division agreement have at least one similar aim, namely the dissolution of co-ownership.

The following discussion reflects the nature and differentiation of each type of agreement regarding its solutions and end-results. The comparison shows that the *quasi*-adoption agreement, family agreement from a living estate, and partnership agreement, each entails more than only the dissolution of co-ownership as found with the family division agreement from a deceased estate, discussed above.<sup>190</sup>

### 5.6.2 Quasi-adoption agreement

The named *quasi* adoption agreements display elements that are similar to those in other division agreements. The motivation for the *quasi* adoption agreement is not only to divide the communally owned assets by altering it to sole ownership, in order to escape the perils of co-ownership; other reasons play a specific role in the conclusion of the adoption agreement, which includes the adoption of a future beneficiary for the adopted parent's estate.<sup>191</sup> These quasi adoption agreements consist of the division agreement of a living estate owner containing an adoption-clause.<sup>192</sup>

<sup>190</sup> The length of this paper does not permit the detailed discussion of each type of division agreement. Further investigation of these agreements, and a more detailed investigation of each kind of agreement structure, aim and function, may reflect complicated legal practices, and show the provision of different solutions to problems and impractical circumstances within the family and business milieu.

<sup>191</sup> The basic meaning of Sumerian **ba-da-an-ri** is "to adopt". See Pennsylvania Sumerian Dictionary <http://psd.museum.upenn.edu/epsd/nepsd-frame.htm>. Cited 5 February 2012, in unknown Babylonian texts: **nam-dumu-ni-še ba-da-an-ri** BE 06/2, 24 5; **nam-ibila-ni-še ba-an-da-[ri]** BE 06/2, 28 3; **u<sub>3</sub>nam-ibila-ni-še ba-an-da-ri-a** BE 06/2, 28 4.

<sup>192</sup> Two examples from Nippur contain the term **še-ga-ne-ne ta** "in mutual agreement". One example is a family deceased division agreement from one text in Stone & Owen (1991:68-69), text OECT 8 16, which is a recorded division agreement between an adopted father Ibbi-Enlil and his adopted sons Mannum-mešu-liššur, Namaršu-lumur, Ninurta-muštāl and Munawirum (See N10). Another Nippur text from Stone & Owen (1991:40-41), text TIM 4 14, is an agreement in the estate of living parent Šumman, which includes an adoption agreement between adopted father, Šumman and adopted son Ur-dukuga, and division agreement between adopted son Ur-dukuga and his daughter Aḥassunu containing an appendix to the agreement – a usufruct to a person of unknown status: Luliya. See Chapter 6 (Terms) under the heading adoption agreement, paragraph 6.4. See also a recorded *quasi*-adoption agreement between Ṭab-balaṭu and mother Beltiya between the parents and Ḥabil-aḥi, an adopted son Ninurta-gamil, and natural son (preferential share). The text in Stone & Owen (1991: 47-48), BE 6/2 57, is translated and published as follows: "Ṭab-balaṭu son of Etel-pi-Šamaš and Beltiya his wife have adopted Ḥabil-aḥi as their son. They will divide equally by lots house, field, and household property – all that there is – after Ninurta-gamil the eldest son has taken his preference portion. Ninurta-gamil his brother will not make a claim against the tablet of heirship of Aplum the gala or the temple offices, fields, house, and orchards of Ḥabil-aḥi. If Ṭab-balaṭu and Beltiya his wife say to Ḥabil-aḥi their son, 'You are not our son,' they will pay ½ mina of silver. And if Ḥabil-aḥi says to Ṭab-balaṭu and Beltiya, 'You are not my father, you are not my mother,' they will shave him and place a slave mark on him and give him for silver".

Obermark (1992) and Stone & Owen (1991) discuss various Old Babylonian adoption agreements and *quasi*-adoption contracts, considering the *quasi*-adoption agreement as part of the corpus of adoption agreements.

An example of such an agreement is from Old Babylonian Nippur in Stone & Owen (1991:43-44), text ARN 45, and reads as follows:

Damiq-ilišu son of Iddinya has adopted Ilum-gamil the eldest brother, Mar-ešetim his brother, and Ilšu-bani his brother as his heirs. They will divide equally, by casting lots, the house, field, (and) orchard – all that there is of the property of Damiq-ilišu. If Damiq-ilišu says to Ilum-gamil, Mar-ešetim, and Ilšu-bani his sons, ‘You are not my sons’, he will forfeit the property of his father [ ]. If Ilum-gamil, Mar-ešetim, and Ilšu-bani say to Damiq-ilišu [their father], ‘You are not my father’, [they will pay]  $\frac{1}{2}$  mina of silver. In mutual agreement they have sworn in the name of the king.

Another Nippur text from Stone & Owen (1991:40-41) is an agreement in the estate of living parent Šumman, which includes an adoption agreement between adopted father, Šumman and adopted son Ur-dukuga, and a division agreement between adopted son Ur-dukuga and his daughter Aḥassunu containing an appendix to the agreement – a usufruct or *fideicommissum* to a person of unknown status: Luliya.

The differences between division agreements of a living estate owner in an adoption agreement (identified as *quasi*-adoption contracts) and those of a deceased owner are as follows:

- In the division of property in a deceased estate, a division agreement is concluded only between the beneficiaries of the deceased estate owner, who is generally the late father/mother or in some instances the deceased brother or uncle.
- In the named *quasi*-adoption contracts a division of property occurs, when the estate owner is living and he or she, in contrast to the deceased estate agreement, is one of the contractual parties to the agreement. The estate owner adopts a third party and usually the adoptee becomes a contractual party. The contractual parties of *quasi*-adoption contracts are the living estate owner, appointed future beneficiaries of the estate, and adopted kinship members. However, the living estate owner plays a very important role in

negotiations and in some agreements the estate owner's suggestions are instructive.

- Although one similar end-result in division agreements of a deceased estate and living estate owner occurs where co-ownership through unique mechanisms of sale, exchange and donation is altered to sole ownership, a different end-result in the quasi-adoption contracts includes an adoption, generally with a fideicommissum<sup>193</sup> or usufruct<sup>194</sup> construction.<sup>195</sup>

A *quasi*-adoption agreement is neither in its essence a deceased division agreement nor an adoption agreement. The *quasi*-adoption and deceased division agreements have in common the change of co-ownership to sole ownership. However, the *quasi*-adoption and adoption agreements have in common an adoption clause, while the estate owner is still living.

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<sup>193</sup> A *fideicommissum* is a legal institution applied in Roman law for several centuries and still in use in some contemporary Western law systems. It derives from the Latin word *fides* (trust) and *committere* (to commit), meaning that something is committed to one's trust. For the purposes of this thesis, it means a benefit awarded to a beneficiary, subject to the obligation of awarding it to another. Cf. Kaser (1984:381-386). In South African law, in terms of a fideicommissum the fiduciary will acquire a vested right in the property while, if the fideicommissaries failed to acquire the property, the property will revert to the fiduciarius. In contrast, a usufruct differs to an extent in the sense that a usufructuary can never acquire a vested right in the corpus of the property and will only receive the fruits of the property. Hence, one must establish who will become the owner and what the limitations of this ownership are. If the beneficiary becomes the owner, it is a fideicommissum. If the beneficiary becomes an owner subject to the use and enjoyment of "an intermediate beneficiary" then a usufruct will receive the fruits of the property for his or her own purposes; see De Waal & Schoeman-Malan in "*Law of Succession*" (2008:167).

<sup>194</sup> A usufruct is a legal institution and term from Roman law and in use today in some Western law systems. It derives from the Latin word usufructus, meaning, and "using the fruit" of land. For purposes of this thesis, it means the right to enjoy the use of another's property for a specific time period, even extending up to a lifetime, as long as the said property is maintained in reasonable order. Cf. Kaser (1984:148-152). In South African law, a usufruct is a "personal servitude giving the usufructuary a limited real right to use another person's property and to take its fruits with the obligation to return the property eventually to the owner, having preserved its substantial quality". According to De Waal & Schoeman (2008:166), the rationale for this legal institution is to make provision for the usufructuary to receive income for a certain period. The usufructuary is not the owner while during the period of the usufruct the owner cannot use, enjoy or take the fruits of the property (De Waal & Schoeman-Malan (2008:166).

<sup>195</sup> Other Roman law constructions now being used in contemporary law can assist in finding a definition for these Mesopotamian legal institutions. The application of these law constructions should be applied with caution: which are in this article *usus* (use) and *habitatio* (dwelling). They are personal servitudes in terms of which beneficiaries are granted the right to use a property within certain limitations or to live on it. Cf. De Waal & Schoeman-Malan (2008:168). With a *usus*, not only the beneficiary but also the members of his or her household are granted the right to use the property and can enjoy its fruits insofar as these provide for the beneficiaries' maintenance needs, not insofar as to gain profit. The corpus of the property must stay intact; see Van der Merwe *et al* (2007:521-523). *Habitatio* is the granting of the right to the beneficiary and his or her family to live, for instance, on the property; additionally he or she can rent the property and live somewhere else (Van der Merwe *et al* 2007:523-524).

### 5.6.3 Dissolution of a partnership

The same instance occurs in the dissolution of a partnership of which the aim and rationale of a change of co-ownership to sole-ownership is different from that of a family deceased division agreement. Here the contractual parties and partners were mostly not family members and the partnership was established and maintained for business purposes. For different reasons the partners do not wish to continue their partnership and they agree to its dissolution employing the same term of “mutual agreement”. The reason and nature of co-ownership differs from the deceased and living estate family division agreement and *quasi*-adoption agreement respectively.

In the Sippar text from Duncan (1914:188-189) is a partnership agreement between Ērib-Sin and Nūr-Šamaš. The text reads as follows from lines 1-17:

Ērib-Sin and Nūr-Šamaš conducted a business on a partnership basis, and then entered into the temple of Šamaš and made their reckoning, and the money, debts, female and male slaves, what of the way as well as within the city, they equally divided, and the settled up their business. That in regard to money, male and female slaves, and debts, what of the way as well as within the city, from chaff to gold, one will not bring suit against the other, they have invoked the name of Šamaš, Aja, Marduk, and Hammuarabi. Lines 18-34 (witnesses). Before Awil-ilim, etc.

### 5.6.4 Living estate division agreement

In the division agreement of a living estate owner's estate the agreement is a family agreement. When the dissolution of co-ownership is agreed upon, the estate owner is still living (as in the instance of the *quasi* adoption agreement) and he or she plays an important role in the instruction regarding the division of the estate assets. This is in contrast with the deceased division agreement and similar to a *quasi*-adoption agreement with the further end-result that a *fideicommissum*- or usufruct construction forms part of the consensual agreement's provisions.

In a Nippur example from Stone & Owen, text BE 6/2 (1991:51-52) the text is a recorded division agreement between the living parents Awiliya and Narumtum with their sons, Ibbi-Enlil, Ilšu-ibnišu and Ilima-abi.

It seems that the sons conditionally received the assets of the paternal estate, as heirs/beneficiaries of their mother, Narumtum.

Exactly when the sons will conditionally receive the assets, as heirs/beneficiaries, is not clear: whether at the time of the death of their father or during his lifetime. It seems that the property probably devolved upon the sons at the time of the father's death, whereby the sons in exchange for the property's use, give to their mother Naramtum, certain rations.

The sons by agreement received the paternal estate assets on condition that they give to their mother an exact proportion. Thus it does not matter how much the property produced, the exact portions must be met; otherwise as a sanction the sons will forfeit the property.

Furthermore their mother cannot receive more than the exact proportion; thus she does not have unlimited right of possession over the fruits of the assets. She does not control the property; however it seems that she is an owner of the property regarding only certain rights of entitlement. She received some sort of predetermined maintenance to be delivered by her sons during her lifetime. This is a unique legal institution.<sup>196</sup> She and her sons are owners; however, they and she have different rights, though limited, especially for her (Chiera 1922:104 also translates the text). The translated text reads:

Awiliya son of Warad-Sin has married Naramtum daughter of Sinatum. Awiliya has given Ibbi-Enlil their heir and eldest son, Ilšu-ibnišu his brother, and Ilima-abi their brother to Naramtum his wife as heirs.

To Ibbi-Enlil the heir and eldest son, to Ilšu-ibnišu his brother, and to Ilima-abi their brother, house, field orchard, male and female slaves, and household goods.

Awiliya their father, after the eldest son has taken his preference portion, will divide by lot among them equally.

If Awiliya says to Naramtum his wife, 'You are not my wife', he will pay  $\frac{1}{2}$  mina of silver.

If Naramtum says to Awiliya her husband, 'You are not my husband', he will shave her and place a slave mark on her and give her for silver.

If Ibbi-Enlil, Ilšu-ibnišu, and Ilima-abi his brothers say to Naramrum their mother, 'You are not our mother', they will forfeit the property of Awiliya their father.

If Narumtum says to Ibbi-Enlil, Ilšu-ibnišu and Ilima-abi her sons, 'You are not

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<sup>196</sup> This can be considered either a fideicommissum or a usufruct construction. See Chapter 6, under the heading Sippar, usufruct-clause, and previous footnotes in this section. The scope of this thesis does not allow for the study of this legal institution, however further studies may shed more light on the dynamics of this legal institution on the lives of the contractual parties in a division agreement.



my sons', Naramtum will [ ] the property of Awiliya her husband. [ ] heirship [ ].

Ibbi-Enlil [the heir and eldest] son, Ilšu-ibnišu, and Ilima-abi his brothers will provide [an annual ration of] 2 **gur** 2 **pi** of barley, 6 **mina** [of wool, and x **sila** of] oil to Naramtum their mother.

Any heir who fails to provide the barley, wool, and oil rations will forfeit his father's property. In mutual agreement they have sworn in the name of the king (Stone & Owen 1991:51-52).

## 5.7 CONCLUSIONS

In the study of legal textual sources in the ancient Near East, different methodologies and different approaches were developed. In order to study the intrinsic details of *prima facie* family deceased division agreements, a specific methodological approach needed to be chosen and/or devised.

From the various scholars' methodologies, Malul's (1990) one methodology approach, the typological comparison, is of special interest for this thesis. Malul (1990) offers two approaches in the study of ancient Near Eastern sources: namely, historical and typological comparisons. The former is a method employed where there is a historical connection between the common tradition in those societies (Malul 1990:13). The aim is to discover an historical connection between cultures. For purposes of this thesis, the typological comparison is important and this comparison is applied to societies that are geographically and chronologically distant, lacking historical connection (Malul 1990:14). Its aim is the study of the different forms of society to create a theoretical model for the study of universal human social phenomena (Malul 1990:15).

With this in mind, an analysis-model was designed to simplify and overcome problems, with the aim of identifying the categories and sub-categories of certain prerequisite requirements, legal practices and scribal school practices, as well as the intrinsic details of the agreement, without getting lost in the details and interpretations thereof. Hence, the aim and purpose of the methodology is to simplify the analysis of Old Babylonian division agreements.

To explain the analysis-model, a concrete example was devised, namely that of a house. For it to be identified as such, certain qualities must be present such as the walls, roof, door and windows. With respect to the family deceased agreements, these pre-requisite qualities are named essential elements. The said elements present to classify an agreement/contract as a

division agreement are the following: family connection of beneficiaries, deceased estate owner, estate assets, mutual consent and *raison d'être* of the agreement.

Next are the named natural elements. Not every house looks the same; in this instance, not every family deceased division agreement does, either. Some houses may have a patio, or be a double storey. The same with the natural elements of the family deceased division agreements. Hence, the status and the obligations of the beneficiaries and consequently the terms of the agreement, as incorporated in the different legal practices in Old Babylonian city-states, make each division agreement unique in a given city-state and family circumstances.

The said natural elements of the division contract are natural consequences deriving from a division agreement through practice and law. They are not always easily noticeable and accessible, due to the overwhelming application of oral, rather than written, legal traditions in Old Babylonia.

The natural elements comprising the choices from law and practice in Old Babylonian Larsa, Nippur and Sippar are identified as follows: Nat 1 adoption/support, Nat 2 bringing in/equal shares, Nat 3 division by lots/in good will, Nat 4 heart is satisfied, Nat 5 as much as there is/completely divided/from straw to gold, Nat 6 no claim, Nat 7 oath in temple/oath, Nat 8 preference portion, Nat 9 sanction clause, Nat 10 trust (trustee), Nat 11 usufruct and Nat 12 witnesses.

Finally, there are the incidental elements. Most of the time, the services of a scribe were obtained, although in a few texts one of the contractual parties wrote down, or summarised the orally-stated consensual agreement. Thus, incidental elements are aspects of the written formalities and qualities of division agreements recorded by scribal school practices influenced by region, language differences, social, economic and architectural conditions.

These consisted of different scribal practices, which included certain written formalities and qualities of the recorded division agreement. In the case of the house-example, various interior and exterior decorations may be added to a house – for instance, the choice of windows, the colour of the paint, etc.

Incidental elements may be categorised into written formalities of the agreements, and the

qualities of the texts. The outline is as follows: under the category written formalities, the following aspects are investigated, namely: names of contractual parties, birth order, and description of assets (thorough description, value), special legal terms, sanction clause (type), oath clause (regarding specific king/god) and witnesses (regarding names, rank/family standing). The following qualities of the division texts were emphasised: language, location of text, condition of tablet, copies, date formula, impressions of seals and the rhythmic sequence/special style reflecting a scribal school tradition within a certain city-state.

Additionally, from an all-inclusive stance there are various evolutionary stages of a family deceased division agreement, which culminate in the final stage, the conclusion of the agreement. The result of the consensual family deceased division agreement is the dissolution of co-ownership. During the final stage, the agreement itself is a complex legal notion and potentially, by choice between contractual parties in one agreement, at least one or some of all three legal constructions can occur: namely, a sale, an exchange and a donation.

However, there are similar agreements such as *quasi*-division, adoption, living estate owner division, and dissolution of partnerships, which display different unique purposes and various mechanisms and outcomes. This necessitates the complex details of the family deceased division agreement to be identified.

All of these types of division agreements have one specific term present: namely, that the contractual parties mutually agree to the terms of the agreement, with specific terms, namely the Akkadian *i-zu-zu* and Sumerian term **ba** and **še-ga-ne-ne-ta**. Another identified similarity is that the contractual parties with each division agreement have at least one similar aim in mind: namely, the dissolution of co-ownership.

By contrast, the division agreement has three potential legal notions as mechanisms for dissolution of ownership: namely, a sale, a donation and an exchange. This agreement is furthermore *per se* different from a stand-alone sale-, donation- and exchange- agreement.

A methodology, the analysis-model is used to delineate these agreements from deceased family estate agreements, by identifying which elements exist only in a family deceased division agreement and in the *quasi*-adoption agreements, dissolution of a partnership and living estate division agreement.

In essence, the division agreement remains the practical solution of dealing with beneficiaries of an estate, to obviate the undesirable consequences and situations of co-ownership in the common bequeathed property. New perspectives pertaining to the meaning, consequences and spirit of the division agreements in Old Babylonian city-states may emerge as a result of the application of the analysis-model, in the interpretation of Old Babylonian division agreements.



## PART B

### CONTENT ANALYSIS AND TYPOLOGICAL COMPARISON STUDY

#### CHAPTER SIX

##### TERMS IN DIVISION AGREEMENTS

*“...the great transformation of Mesopotamian writing...when it went from a simple writing of things to the writing of words and sounds. It was no longer directly connected only to concrete things, but to words, to the spoken language, and in that way it became able to reproduce that language – in other words, to cease being purely an evocative mnemonic device and became a system just as clearly and distinctly meaningful as the language itself: writing was able to fix and materialize language in all its extraordinary capabilities”*

*(Bottéro et al 2000:24).*

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In the recorded family deceased division agreements of Old Babylonian Larsa, Nippur and Sippar, certain terms are reflected in the recording of the agreement, as a result of the choices made by the parties and Old Babylonian legal practices. The scribe, of his own choosing, inscribes terms in recording an orally-concluded transaction and by implication reflects the scribal school practices in these three city-states. Some of these terms are identified and discussed in this chapter, to assist in gaining a better understanding of the meaning of the terms employed in the texts in Part C. The purpose is to provide a synoptic understanding of the terms' grammatical content, mainly found in the different lexicons and, to a lesser extent, in secondary literature.

#### 6.1 INTRODUCTION

A contract between individuals in the legal milieu is not implemented in the same manner as legislation and legal norms, because contracting parties within a framework of different legal practices decide which practices they will follow, and under what conditions, if any. There is consequently ample room available for contractual parties to decide by mutual agreement

how, when and what terms they want to agree to. In this chapter, some of these terms are synoptically discussed pertaining to their meaning and grammatical content, utilising lexicons and, to a lesser extent, secondary literature.

This chapter is divided into two main parts: namely, the essential terms and the natural terms of such an agreement.<sup>197</sup>

In the first part, certain terms are outlined, to assist in the identification of essential elements that constitute the basic requirements for an agreement to be a family deceased division agreement. They are the mutual agreement clause, inheritance clause and beneficiary clause. In the mutual agreement clause, the Sumerian terms **ba**, **še-ga-ne-ne-ta**, and Akkadian term *i-zu-zu* (*zâzu(m)*) are discussed. In terms of the inheritance clause heading, the meaning of the Sumerian term **hal-ha** and the Akkadian term *zittu(m)* is outlined. With respect to the beneficiary clause, the term **ibila** is explained.

In the second part, the natural elements are outlined, which are the legal practices of the division agreement. A distinction is made between regular natural elements, and irregular natural elements regarding certain legal practices.

Under the heading regular natural elements, certain natural elements are discussed, which occur in all or most of the said city-states. These natural elements are “bringing in” (Nat 2), division by lots (Nat 3), “as much as there is” (Nat 5), no claim (Nat 6), an oath (Nat 7), a preference portion (Nat 8), “equal shares” (Nat 9), and witnesses (Nat 12).

Under the heading irregular natural elements, there is only one legal practice to be found in a family deceased division agreement of Nippur: namely, the adoption/support clause (Nat 1). In Sippar the following legal practices are identified: namely, a “heart is satisfied” clause (Nat 4), a trust clause (Nat 10) and a usufruct clause (Nat 11).

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<sup>197</sup> The structure and nature of the termed essential and natural elements are discussed in Chapter 5, the analysis-model chapter.

## 6.2 ESSENTIAL TERMS IN DIVISION AGREEMENTS

### 6.2.1 Mutual agreement division clause

#### 6.2.1.1 *Ba*

In Sjöberg (1984:2-4,5.6) the denotations of the term **ba**, under the heading D and written **ba** and **be**, description, applicable to the translations in Part C of the family deceased division agreements, are as follows: under heading number 1, it means “to allot, to distribute, to give” and heading number 4 “to divided up, to share”. Under the heading 1.1.2 “estates, inheritances” (Reiner 1965: CAD B,D3-4) in the Old Babylonian period, the expression **hala ba-a nu-un-gá-gá-ne**, signifies they shall not contest the share (which is already given out), from LL paragraph 31:9.<sup>198</sup>

Under the heading 5.1.3 “to divide up, to share” in the said period (Reiner 1965:CAD B,D6) the following are found:

- In the paragraphs of LL,<sup>199</sup> the term **ba** is reflected in the division of an estate, wherein the beneficiaries agree to the division, i.e. to divide or to share.
- In LL, paragraph 22:6-7<sup>200</sup> **ibila-gin<sub>7</sub>-nam é ì-ba-e-ne**, which means, “they are beneficiaries (beneficiaries), they will share the estate”.
- In LL, paragraph 24:11-13<sup>201</sup> **níg-gur<sub>11</sub>-ad-da-ne-ne téš-a-sì-ga-bi ì-ba-e-ne**, which translates, as “the children of the second wife shall divide the property of their father equally” (Roth 1995:31).

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<sup>198</sup> Roth (1995:32) translates paragraph 31 as follows: “If a father, during his lifetime, gives his favoured son a gift for which he writes a sealed document, after the father has died the heirs (**ibila**) shall divide (**ì-ba-en-ne**) the (remaining) paternal estate; they will not contest the share (**h<sub>a</sub>-la**) which was allotted, they will not repudiate”.

<sup>199</sup> LL is the abbreviation for the “law collections of cuneiform collection of Lipit Ištar”, also known as the “law code of Lipit Ištar”.

<sup>200</sup> Roth (1995:30) translates paragraph 22 as follows: “If, during a father’s lifetime, his daughter becomes an *ugb<sub>ab</sub>tu*, a *nad<sub>i</sub>tum*, or a *qadištu*, they (her brothers) shall divide the estate considering her as equal heir”.

<sup>201</sup> Roth (1995:30-31) translates paragraph 24 as follows: “If the second wife whom he marries bears him a child, the dowry which she brought from her paternal home shall belong only to her children; the children of the first-ranking wife and the children of the second wife shall divide the property of their father equally”.



- And in the paragraph of LL 25:12-14<sup>202</sup> **dumu-gemé-ke<sub>4</sub> dumu-lugal-a-na-ra é[nu]-un-da-ba-e**, which translates as, “the child of the (former) slave girl will not share the estate with the child of the (former) master”.
- In another paragraph of LL 31:6-8 (See fn. 198) **egir ad-da úš-a-t[a] ibila-e-ne é-ad-da ì-ba-e-ne**, which translates as, “after the father is dead the beneficiaries will divide up the father’s estate”.
- In YOS 8 169:9-10: **é-a níg-gur<sub>11</sub>-bi ì-ba-e-ne** - “they will divide up the possession of the house”.
- In Jean Tell Sifr 5 reverse sidelines 3-4, one also observes in lines 8-9, **kiri<sub>6</sub> níg-gur<sub>11</sub> ù giš-šu-kár a-na gál-la ì-ba-e-ne giš<sub>5</sub>sub-ba ì-šub-bu-ne**, which translates as “houses, orchards, valuables, and equipment, as much as there is – they will divide it up, they will cast lots”.

In the following texts, the beneficiaries or heirs divide the estate; the main terms **še-ga-ne-ne-ta** (by mutual agreement), **giš<sub>5</sub>sub-ba-ta** (casting of lots), **in-ba-eš** (divide up) and **ibila** (heirs/beneficiaries) are present:

- In PBS 8/1 99 reverse iii 10-12 the term **ba** reflects in the text as follows: **ibila-PN-ke<sub>4</sub>-ne giš<sub>5</sub>sub-ba-ta in-ba-eš**, which translates as “PN’s heirs divided up (the estate) by casting of lots”.
- In TIM 4, 2:30; UM 29-13-230:14 one finds the following: **še-ga-ne-ne-ta in-ba-(e)-eš**: “they divided it up by mutual agreement” and in TIM 4 1:80-82; TIM 4 4:36. In TIM 4 8:26 **še-ga-ne-ne-ta giš<sub>5</sub>sub-ba-ta in-ba-eš**.
- In UM 55-21-240:3-6; 9-12;15-16 as follows: **še-ga-ne-ne-ta téš-a-sì-ga-bi ì-ba-e-ne**: “by mutual agreement, they will divide it up equally”.

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<sup>202</sup> Roth (1995:31) translates paragraph 25 as follows: “If a man marries a wife and she bears him a child and the child lives and a slave woman also bears a child to her master, the father shall free the slave woman and her children; the children of the slave woman will not divide the estate with the children of the master”.

In the PSD,<sup>203</sup> the root word **ba** means, “allot”. This occurs in the texts from the periods Early Dynastic IIIb, Old Akkadian, Lagash II, Ur III, Early Old Babylonian, Old Babylonian and unknown periods. The written **ba** means “to divide into shares, share, halve; to allot”. The Akkadian equivalent is *qiāšu*; *zāzu*; and other Akkadian terms: *qiāšu* “to give, present” and *zāzu* “to divide”. There are sixty-three distinct forms of this term. In the reference to the different texts where this term occurs, it means “to divide into shares, share, halve” that form the base “**ba**”. The PSD<sup>204</sup> website provides references, as well as transcriptions of certain texts. Under the heading number 1, its meaning is “to divide into shares, share, halve”. The texts where this term occurs are:

- LEX/Old Babylonian/Kish **ib-ta-ba-ba-e** MSL SS 1, 106 o i 1.
- LEX/Old Babylonian/Nippur **[[ba]]** BA-E = *za-a-zu* OB Diri Nippur Seg.9, 44.
- LEX/Old Babylonian/Sippar **[[ba]]** **za-[a-zu-um]** MSL 14, 122-127 09 611; **[[ba]]** **qí-a-[šu-um]**.
- LEX/Old Babylonian/unknown **[[ba-e]]** BA-E *za-a-zu-um* OB Diri Oxford 589.
- LEX/Old Babylonian/unknown **lú igi úš-a ba** = *ša i-na-šu da-ma ma-li-a lú-azlag* B and C Seg.2, 109.
- ELA/Early Old Babylonian/Nippur **è-ba-e-ne** SAOC 44, 11 11; **téš-a sì-ga-bi ì-ba-[e-ne]** SAOC 44, 11 16; **ì-ba-e-ne** SAOC 44, 11 5.
- ELA/Early Old Babylonian/unknown **ba murgú** BIN 09, 182 2; [...] **x ba** BIN 09, 324 4; **[x] ba [lugal]** BIN 10, 009 8; **ba x kar x** BIN 10, 068 7; **6 (diš) ARAD<sub>2</sub>-èr-ra lú kas<sub>4</sub> <sup>gis</sup>banšur-šè ba** BIN 10, 078 5; **NE x x ba x NI gi<sup>12</sup>** BIN 10, 189 1.
- ELA/Old Babylonian/Nippur **in-ba-[e-ne]** OB Contracts, pl.G7 no.70 2; **ì-ba-e-ne** ARN 045 11.
- ELA/Old Babylonian/unclear **še-ga-ne-ne-ta geš-šub-ba-[ta in-ba]-eš** MC 3, 51 44.
- unknown/Old Babylonian/unknown **saĝ še ba** = *ma-hi-ir ip-ri* MSLSSI, 17-27 ii 20; **saĝ nu še ba** = *la ma-hi-ir <ip-ri>* MSLSSI, 17-27 ii 21; **[[ba]]** **za-za-u<sub>2</sub>** MSL 09, 124-137 ix 573; **[[ba]]** **qi<sub>2</sub>-a-šum** MSL 09, 124-137 ix 574.
- unknown/Old Babylonian/Nippur **še-ga-ne-ne-ta in-ba-e-eš** SAOC 44, 31 25.
- unknown/Old Babylonian/unknown **še-ba ì-ba ù siki-ba in-na-an-[kal]** TIM 04, 13 23;

<sup>203</sup> The Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.html>. Cited 5 February 2012.

<sup>204</sup> Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.htm>. Cited 5 February 2012.

**še-ba [i]-ba ù siki-ba** TIM 04, 13 3; **lú lú-ù-ra in-ši-[ba]** SAOC 44, 86 4.

- unknown/unknown/Nippur [**tèš-bi in]-ba-e-eš** N 0968 17.

#### 6.2.1.2 Še-ga-ne-ne-ta

In the PSD<sup>205</sup> the Sumerian root word **šeg** means agree; this source refers to sixty-two Old Babylonian texts where it occurs. The written **še** denotes “to agree, be in agreement; to obey”. In Akkadian the word is *magāru*. References to this root are mainly found in Larsa and Nippur. The other Sumerian root **šega** (written word **še-ga**) means agreement. It is encountered during the early Old Babylonian and the Old Babylonian period. In Akkadian, it is *mitgurtu*, meaning agreement.

Distinct forms are attested, namely **še-ga-ne-ne-ta**, with the base **še-ga** and morpheme, **anene-ta**, which according to the PSD<sup>206</sup> website occurs in fifteen texts, and **še-ga-ne-ne**, with the base **še-ga** and morphology **anene**, which occurs in one text.

In the reference to the different texts where this term occurs, it denotes “agreement”, from the base “**šega**”. The PSD<sup>207</sup> website furnishes references and transcriptions of certain texts. These texts are not translated, but from the transcriptions, the researcher has identified some types of division agreements; these follow:

From Early Old Babylonian/Nippur **še-ga-ne-ne-ta** SAOC 44 11 15<sup>208</sup> and SAOC 44, 11 9 are both identified, by the researcher, as *quasi*-adoption agreements, with an adoption and division clause.

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<sup>205</sup> The Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.html>. Cited 5 February 2012.

<sup>206</sup> Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.htm>. Cited 5 February 2012.

<sup>207</sup> Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.htm>. Cited 5 February 2012.

<sup>208</sup> SAOC 44 11 15 is a recorded *quasi*-adoption (division) agreement relating to the estate of an adoptive father Ipqu-Damu, and adoptive mother Tappiya, and adopted sons, Enlil-abi and Šamaš-šemi; including an adoption and division clause. The text is translated as follows: “[Ipqu-Damu] has adopted [Enlil-abi son of Ninurta-abi, and Šamaš-šemi] as his beneficiaries. They will divide by casting lots the inheritance [of house and field – all that there is – after] Šamaš-šemi has received [his preference portion]. If [Šamaš-šemi] and [Enlil-abi] say to and (*sic*) [Ipqu-Damu, ‘You are not our] father,’ [they will pay]  $\frac{1}{3}$  **mina** of silver, and if (erasure) Šamaš-šemi and Enlil-abi say to and (*sic*) Tappiya their mother, ‘You are not our mother’ they will pay  $\frac{1}{3}$  **mina** of silver. Ipqu-Damu their father and his beneficiaries, however many there may be, have written this tablet in mutual agreement”. This is a Nippur text from Stone & Owen (1991:46-47).

In the Old Babylonian/Nippur the term is found in the following texts:

- In the text OB Contracts D7 no. 29 15, which is an agreement of the type being discussed, the term **še-ga-ne-ne-ta** is reflected. In the damaged text ARN 037 28 the term **še-ga-ne-ne dub in-na-[an-sar-eš]** occurs as a *quasi*-adoption agreement with an adoption and division clause.
- The text ARN 045 26<sup>209</sup> is in a good condition, recording the term **še-ga-ne-ne-[ta]**, and the text is a *quasi*-adoption agreement containing an adoption and division clause.
- In an unknown/Old Babylonian/text SAOC 44, 86 3 **še-ga-ne-ne[ta]** is found a division agreement, although owing to the damaged text and scribal omissions, one cannot assess what kind of division agreement it is.
- BE 06/2, 24 29 **še-ga-ne-ne-ta** is a *quasi*-adoption agreement, containing an adoption and division clause, while BE 06/2, 28 28,<sup>210</sup> using the term **še-ga-ne-ne-ta**, is a *quasi* division agreement including an adoption clause.
- In the text BE 06/2 48 33<sup>211</sup> containing the term **še-ga-ne-ne-ta**, is found an agreement between living parents who divide their estates between their children, subject by means of a usufruct or lifelong interest.
- In the text OECT 08, 11 8<sup>212</sup> is a *quasi*-adoption agreement, including division- and adoption clauses using the term **še-ga-ne-ne-ta**.

The following texts in which the term appears comply with the essential elements of a family

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<sup>209</sup> Recorded *quasi*-adoption (division) agreement of paternal estate of Iddinya wherein a brother, Damiq-ilišu, adopted his brothers: Iłum-gamil, Mar-ešetim, Iłšu-bani and concluded a division agreement. See Chapter 5, under the heading *quasi*-adoption division agreements.

<sup>210</sup> This is a Nippur *quasi*-adoption (division) agreement between the adopted father Iquša and his adopted son Ea-tayyar and biological son Ea-tarum including an adoption clause and a usufruct clause in favour of the father. See Chapter 5, under the heading *quasi*-adoption division agreements.

<sup>211</sup> See Chapter 5, the methodology chapter. This is a complicated recorded Nippur division agreement between the living parents Awiliya and Narumtum with their sons, Ibbi-Enlil, Iłšu-ibnišu and Ilima-abi. It seems that the sons conditionally received the assets of the paternal estate, as beneficiaries of their mother, Narumtum. Translated and published by Stone & Owen (1991:51-52).

<sup>212</sup> The text is a recorded division agreement between adopted father Ibbi-Enlil and his adopted sons Mannum-mešu-liššur, Namaršu-lumur, Ninurta-muštāl and Munawirum. See N10: Nippur text from Stone & Owen (1991:68-69) no. 31, OECT 8 11, collated by Stone & Owen (1991:50-51).

deceased division agreement, and contain some natural elements (legal practices). Especially the two terms evident to go along, namely **še-ga-ne-ne-ta** and **geš-šub-ba-[ta in-ba]-eš**. These texts are the following:

- In MC 3, 51 44 the terms **še-ga-ne-ne-ta** **geš-šub-ba-[ta in-ba]-eš**, and in an unknown/Old Babylonian/Nippur text SAOC 44, 31 25 **še-ga-ne-ne-ta in-ba-e-eš** together with a share awarded to a first-born, which when translated, is identified as a family deceased division agreement.
- The text SAOC 44, 42 21 **še-ga-ne-ne-ta** (**še-ga-ne-ne-ta**; **geš-šub-ba-ta in-ba-e-eš**; <sup>giš</sup>**banšur-zag-gu-lá**) offers a good example of such an agreement.
- In text OECT 08, 17 46 **še-ga-ne-ne-ta** **geš-šub-ba-ta in-ba-e-eš** is an example of such an agreement, between brothers regarding the division of the deceased paternal estate.
- See text N7 where the text is discussed and elements outlined.
- In an unknown Nippur text, N 0968 16, **še-ga-ne-ne-ta** and this is an example of a family deceased division agreement.

In N1, N2, N3, N5, N7, N8 and N10 the contractual parties concur in mutual agreement, and have divided the inheritance by using the term **še-ga-ne-ne-ta**. In the following Nippur texts, examples are to be found:

- N1 Reverse line 12: **še-ga-ne-ne-ta**.
- N2 Line 22: **[še-ga-ne-ne]-ta**.
- N3 Line 15: **še-ga-ne-ne-ta in-ba-eš** – “by mutual agreement they have divided the estate in lots”.

### 6.2.1.3 *I-zu-zu*

This term derives from *zīsu* (*zēzu*), an adjective which means undivided (held in communally-shared ownership), also *ziztu* or *zâzu* which translates as “divided the shares”. See Oppenheim (1961: CAD Z,149). Black, George & Postgate (1999:446) refer to *zâzu(m)*,

which denotes: to divide or get a share. It is also used in the text-cases of property and estate. Alternately, the term means: distribute or become separate, distributed or divided. Other Akkadian words used are: *zīzum*, *zīzūtum*, *zittu*, *zīztu*, *zūzu*, *zūzam*, *zūzâ*, *zâ'izānu*, *zâ'iztum*, *zu'uzu*, *zu'uztu*, *muza'iztu*.

This term occurs in Larsa and Sippar, for instance:

- In L3, see lines 5-6: *mi-it-ha-ri-iš i-zu-uz<sub>4</sub>-zu*, which may be translated that they (the contractual parties) agreed to the division and divide the estate equally.
- S1, line 7: *i-zu-zu-šu-um zi-zu ga-am-ru* – they (the contractual parties) have shared, they are finished.
- S2, line 2: *i-zu-uz-zu* – they (the contractual parties) have divided (and agreed to the division).
- In S24, see line 16: *i-zu-zu zi-zu ga-am-ru* – they (the contractual parties) have agreed to the division and the division is finished.

## 6.2.2 Inheritance share clause

### 6.2.2.1 *Hal-la*

In the PSD<sup>213</sup> the root word **hal**, means divide and occurs in EC IIIB, Ur III and the Old Babylonian period. The written terms are **hal-ha**; **ha-la**; **hal** which is translated as “to divide, deal out, distribute; to open; a secret; to pour away; to sieve; to slink, crawl away; a qualification of grain”. In Akkadian the words are: *barû*, *halālu*, *nazālu*, *petû*, *pirištu*, *zāzu*, *šahālu*.

Thirty-four distinct forms in the PSD<sup>214</sup> have been identified, one of which is applicable and is shown under heading number 1, which is: “to divide, deal out or distribute”.

This term occurs in texts from all three of Larsa, Nippur and Sippar, for instance:

In Larsa:

<sup>213</sup> The Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.html>. Cited 5 February 2012.

<sup>214</sup> Pennsylvania Sumerian Dictionary <http://psd.museum.upenn.edu/epsd/nepsd-frame.htm>. Cited 5 February 2012.

- L1: Line 5: **ḥa-la** [*mi-ig-ra-at*-<sup>d</sup>ENZ]U - is the inheritance share of Migrat-Sîn, L1: Line 11: **ḥa-la** *u-bar*-<sup>d</sup>EN-ZU - is the inheritance share of Urban-Sîn and L1: Line 18: **ḥa-la** *ì-lî-sukkal* - is the inheritance share of <sup>d</sup>Ilî-sukkallum.
- L2: Line 9: **ḥa-la** *be-le-sú-nu* - is the inheritance share of Bêlessunu.

In Nippur:

- N1: Obverse 14, 22, Reverse 8: **ḥa-la-la** – is the inheritance portion of X.
- N4: line A8 & B9: **ḥa-la-ba** – is the inheritance portion.

In Sippar:

- S3: **ḥa-la** *ša-at*-<sup>d</sup>a-a **lukur** <sup>d</sup>utu - is the inheritance share of Ša-at-<sup>d</sup>a *nadītum* of Šamaš.
- S4 Line 5: **ḥa-la** <sup>d</sup>ŠEŠ-KI-*ma-an*-[*sum*] – is the inheritance share of <sup>d</sup>Šeškimansum.

#### 6.2.2.2 Zitti

Black, George & Postgate (1999:449) refer to the Akkadian term *ziti* as *zittu(m)* or *zīzātu(m)*; also *zinātu*, means share (Sumerian equivalent: **ḥa-la**, **ḥa-la-ba** or **ḥa-lá**). This denotes the portion of the estate, other assets, the division, or the total to be divided.

In Oppenheim (1961:CAD Z, *zittu* 1 a, volume 21:139,146,147), the Akkadian term *zittu* is outlined. It is a under headings 1 and 4, explained as follows. Under heading 1, it denotes a share of an inheritance, or an income; while under heading 4 it is the totality of assets of an inheritance or the division of an inheritance. Under this heading 1, there are several references in the Old Babylonian period of which some are discussed:

- LH<sup>215</sup> paragraph 166:69 *aḥḥū izuzzu*, which translates “divide the estate”, and *zittišu* which means “inheritance share”.<sup>216</sup>

<sup>215</sup> LH is the abbreviation for the “law collections or cuneiform collection of Ḥammu-rāpi”, also known as the “law code of Ḥammu-rāpi”. In other paragraphs of LH 165, 167, 168, 169, 171, 172, 173 and 174 there are different inheritance case studies.

<sup>216</sup> Roth (1995:112-113) translates paragraph 166 as follows: “If a man provides wives for his eligible sons, but does not provide a wife for his youngest son, when the brothers divide the estate (*aḥḥū izuzzu*) after the father goes to his fate, they shall establish the silver value of the bride wealth for their young unmarried brother from the property of the paternal estate, in addition to his inheritance share (*zittišu*), and thereby enable him to

- LH paragraph 178:83 the inheritance share *zittiša* is reflected.
- Under heading 4 the term is identified as the totality of assets of an inheritance and the division of an inheritance.
- LH paragraph 170:59 the term *zi-it-tim* occurs in the context of *aplum mār hīrtim ina zi-it-tim inassaqla ileqqi* and translates as: the oldest son, (if he is) the son of the first wife, (has the right to select his share) from the totality of the assets of the inheritance (see also TCL 1 104:26).

This term occurs only in Sippar, and not in Nippur and Larsa. For instance in some Sippar texts:

- S5: Lines 4: *zitti I-din-<sup>d</sup>Adad* - is the share of Iddin-Adad.
- S6: Line 4: *zitti* - is the inheritance share.
- S13: Line 5: *zitti ir-ra-na-šir* - is the inheritance portion of Irra-nâšir.

### 6.2.3 Beneficiary clause

In this section, discussion of the term **ibila** follows: this include discussions of variants, meanings and implications pertaining division agreements.

#### 6.2.3.1 *Ibila*

In the beneficiary clause, we find the Sumerian word **ibila**. In the PSD,<sup>217</sup> this word **ibila** is translated as heir (beneficiary). The word is found in texts from the Early Dynastic IIIb, Old Akkadian, Lagash II, Ur III, Early Old Babylonian, Old Babylonian, Middle Babylonian and an unknown period. The written Sumerian words are **ibila**, **ì-bú-la**, **ibilá** and **ì-bi-lu**. The Akkadian version is: *aplu*.

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obtain a wife". Cf. also N1 where in an old Babylonian Nippur family deceased division agreement the brothers agree to give something to the youngest brother in the conclusion of the division agreement for the same reasons.  
<sup>217</sup> Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.html>. Cited 5 February 2012.



Fourteen distinct forms have been identified. The first one, “heir” is outlined. In the PSD<sup>218</sup>, it is noted as being found in the following texts, with the following word-context, namely:

- In Old Babylonian Nippur: **ibila** (DUMU-NITA) OB Nippur Lu 358a and **[[ibila]]** DUMU-NITA2 = **ap-lum** OB Diri Nippur Seg.6, 23;
- In Old Babylonian/unknown **[[ibila]]** = = TUR-UŠ = **ap-lum** OB Diri "Oxford" 442;
- In Middle Babylonian/Nippur **ibila** UM 29-13-771 1 and
- In the unknown period **ibila** CBS 01862 o ii 10.

They are all nominated beneficiaries.

Then:

- In Old Babylonian/Nippur **ibila ni-meš** OB Contracts, pl. A3 no. 3 13;
- In Old Babylonian/Nippur **u<sub>4</sub> kúr-še l-lí-sukkal ù ibila-[a-ni]** OB Contracts, pl. C6-7 no. 21 11;
- **ù ibila-[a-ni a-na me-a-bi]** OB Contracts, pl. E3 no. 32 14;
- **ù ibila-a-ni [a-na me-a-bi]** OB Contracts, pl. E7 no. 39 5;
- Old Babylonian/unclear **ù ibila-ne-ne a-na me-a-bi** MC 3, 47 14;
- **ù ibila-a-ni a-na me-a-bi** MC 3, 33 16;
- **ù ibila-a-ni** MC 3, 48 14;
- **ù ibila-ne-ne a-na me-a-bi** MC 3, 37 13 and
- **ù ibila-a-ni [a-na me-a-bi]** MC 3, 46 14.

The property is awarded to the beneficiary as described.

Furthermore:

- In the text MC 3, 51 43 **ibila [<sup>d</sup>nuska-á]-mah-ke<sub>4</sub>-ne** reflects a family deceased division agreement and beneficiary (heir), appointed by the term **ibila**;
- ELA/Old Babylonian/unknown **ù ibila-a-ni a-na-[me-a-bi]** CBS 07194 17. Beneficiary appointed with some description of property given;
- In Old Babylonian/Nippur **ibila na-bi-<sup>d</sup>en-líl-ke<sub>4</sub>-ne** SAOC 44, 31 24 is to be found a

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<sup>218</sup> Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.htm>. Cited 5 February 2012.

family deceased division agreement, with the terms **ibila la-ma-ša-ta** SAOC 44, 37 11; **u<sub>4</sub> kúr-še ibila la-ma-ša** SAOC 44, 37 16. Old Babylonian **ù ibila na-me** TIM 04, 18 16; **ù ibila-ne-ne a-na me-a-bi** TIM 04, 54 12; **ù [ibila-a-ni] a-na me-a-[bi]** SAOC 44, 88 13, where appointed adoption beneficiaries (heirs) are mentioned; and

- In unknown/Nippur **ibila <sup>d</sup>nin-líl-zi-mu-ke<sub>4</sub>-ne** N 0968 5; **da é ibila <sup>d</sup>nin-líl-zi-mu-ke<sub>4</sub>-ne** N 0968 7; **ha-la-ba ibila <sup>d</sup>en-líl-za-e-me-en-e-ne-ke<sub>4</sub>** N 0968 8, where appointed beneficiaries (heirs) are mentioned.

In all the city-states (Larsa, Nippur and Sippar) this term, **ibila** occurs. In this thesis and discussions regarding inheritances, the option was either to refer to “beneficiaries” or to “heirs”.<sup>219</sup> Both convey, for the purposes of this study, the same meaning; hence, the word “beneficiary” is used in this thesis.

The word “heirs” derives from early Roman law. It developed in its meaning and application. Today the word is still in use in most of the legal systems of the world. Today there may be a superficial use of legal words or terms, to translate it from Sumerian and Akkadian into our language, and consequently, a possible misunderstanding of the meaning of the word/term, in the light of the importance of Roman law’s influence in some of the present-day legal systems. Notwithstanding this, we can look at early Roman law, and the mechanisms of its terminology and legal institutions, and re-evaluate the Akkadian and Sumerian texts, using that framework of mind. It is logical that whenever we reflect on another culture, we do it from our own perspective and worldview.

In the early Roman law, the named “community of heirs” was the mechanism of inheritance, which consists of *sui heredes*, who as a family unit work together as a “co-operative body with equal rights”. This co-operative body, a *consortium*, was called *ercto non cito*, and it was “probably a relationship in the family law rather than a mere community of property”.

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<sup>219</sup> General definition of inheritance (the researcher’s own definition): Inheritance is a practice laid down by social norms, rules of authority and/or a disposition by the deceased, in accordance with his or her choice, either written or orally, by which the assets or part of the assets of the deceased, at the time of his/her death must devolve upon the heirs or beneficiaries who receive ownership fully or partly, for a certain period of time, or for their own disposal as the owner of the whole or a part of communally-shared property. Inheritance thus goes hand in hand either solely with private ownership, or communally-shared property, that forms part of a family estate, and is the property of the family under certain rules and conditions, which either entails that the testator/deceased possess the ultimate power to devolve the property to others or, by way of a society’s rules and norms, ownership accrues under certain circumstances within a certain group or to a specific person.

The name *ercto non cito* derives from *erctum ciere*, which means “to request the partition”; in a grammar contest it denotes the opposite, which is “when the partition is not requested” (Kaser 1984:367). The *sui heredes* were all free persons, and were all the family heirs who would inherit the estate at the time of the death of the estate owner. Although in the early Roman times, the families remained in one community of heirs, called the *consortium*, until partition. At later times, the family unit, at the time of the death of the owner of the estate (*paterfamilias*), broke up into “many *familiae*”. Each of their shares was calculated in accordance with stems (*stripes*). One stem could include the children, and his wife, who could share equally in the inheritance (Kaser 1984:331, 337).

Today we only encounter the remnants of the Roman law’s word “heirs”, which does not convey the same meaning, although it displays a long development through the ages, with discrepancies in meaning and application. When a Western scholar uses the word “heir”, it entails the following definition:

An heir inherits the entire inheritance, a proportional part of it, a particular part of it or the residue of the inheritance. A testator may nominate only one heir or he may nominate several heirs. The heir may qualify to benefit regardless of whether succession takes place in terms of a will, the intestate succession or whether it takes place in terms of an antenuptial contract, as long as he inherits the whole, the residue, a proportion or a particular part of the inheritance (De Waal & Schoeman-Malan 2008:132).

With regards to Mesopotamia, Postgate (1992:96) opines, when discussing “inheritance documents” in ancient Mesopotamia (which in context seems to refer to division agreements), that property rights were “usually vested in the simple family unit”. He assumes that the underlying principle is the “patrilineal system” whereby inheritance by male offspring of the deceased took place (Postgate 1992:96-97). However, there are “two major modifications of male succession rule”. One modification is concerning the daughter of the estate owner, namely a donation to her, during her lifetime, not accounted for in a division. The other modification referring to a dowry and the support of a priestess (Postgate 1992:97). The status, obligations and roles of these women differ, as contractual parties and beneficiaries, under the circumstances of “modifications” to the rule. Thus in Old Babylonia, the term **ibila** includes different heirs/beneficiaries, and their obligations in a family deceased division agreement.

These “modifications” to the general rule of male succession, are now outlined. Special attention is given to the sisters and their different roles regarding their status in the family and Babylonian life.<sup>220</sup>

In the following Old Babylonian family deceased division agreements from Larsa and Sippar, the sisters of the contractual parties and/or daughters of the deceased owner are contractual parties to the agreement, namely:

- Larsa:

In L1, L7, L8 sisters (it is unknown whether they were priestesses) are contractual parties, comprising three of the ten agreements of Larsa.

- Sippar:

In Sippar, in eleven of the twenty-six agreements the sisters are contractual parties. The texts are S3 (*nadītum* of Šamaš), S5 (*kulmašītu*), S6 (*ḫadištim*), S7 (*qadištu*), S9 sister, S10 (*ḫadištim*) and a Šamaš priestess, S15 (*zērmašītu*-priestess), S16 sister, S17 (**sal-me** priestess of Šamaš), S19 (**sal-me** priestess of Šamaš) and S20 (**sal-me** priestess of Šamaš).

Beneficiaries of inheritances in general, also include **amat** (servant), **almattum** (widow) as well as the group of priestesses, namely *nadītum*, *kulmašītu*, *ugbaltu* and *qadištu*, *zērmašītu* etcetera. These women, owing to their specific role and status, will inherit and conclude an agreement with their brothers and/or sons in different ways. In this instance, regarding a *nadītum*, see a letter from a *nadītum* at Sippar, which reads:

(I swear) by my lady, with my hands clasped, until recently I had not heard the wording of my tablet, and indeed up till now my tablet was deposited with my... Since my father went to his fate, my brothers have not given my dowry on the tablet. Now the word is – let us speak frankly – that a *nadītum* whose brothers do not maintain her may give her inheritance where she will.

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<sup>220</sup> In LH the paragraphs dealing with priestesses’ rights are 178, 179, 180, 181, 182 and 183. Cf. Jackson (2008:118-122) regarding the paragraphs in the different law collections dealing with property, inheritance and adoption; especially from page 119 wherein he discusses the inheritance of a dowry in the different law collections, mainly LH, LL, MAL and HL, as well as widows’ and children’s rights, on pages 120-122. On pages 122-124 he discusses adoption in relation to inheritances and makes a comparative study between LH, LE, LL and HL.

I will appeal to the judges (Postgate 1992:98).

In this letter reflecting the Sippar practice in division agreements<sup>221</sup> and other agreements, there are an explicit consensual contractual provision between a priestess sister and other siblings (obligors) regarding her maintenance rights. By agreement, the obligors, usually brothers, contractually agree to provide their priestess sister with maintenance support. They subsequently have a heavy financial burden placed upon them in the compliance with their contractual duty. The aim of the contractual maintenance provision is to promote the well-being of the priestess sister to the subsequent disadvantage of the obligors. The only positive outcome for the obligors is that after a lifetime of compliance with maintenance support to their sister, they receive the dominium-property free from constraint, at the time of her death. It is an open question what the rationale for the institution of the priestess is, including the obligation of her brothers to support her: is it a reflection of a religious ideal or serves as a function for the preservation of family capital?

Stol (1995:107) considers that the religious idea of a *nadītum* can be explained in terms of the existence of cloisters in the Old Babylonian period, rather than an economic motive to preserve the family capital. Rich, even royal families sent their daughters to this cloister to pray and make sacrifices on behalf of their relatives, as we can conclude from their letters (Stol 1995:108). However, there are large parts of the archives of the cloister of Šamaš and Aya in Sippar where it is evident that the *nadītum* owned houses, fields, orchards and have tenants. Some *nadītum* possessed large estates with a steward looking after them and numerous staff working for them (Stol 1995:139).<sup>222</sup>

Conversely, Harris (1975:306) opines that the *nadītum* played an important role in the economic life, and enter into various business transactions. This was part of the rest of the economic milieu of the Old Babylonian period where private individuals own great portions of property, and the *nadītum* were mainly from prominent wealthy members of society, owning private property. Harris (1975:307) suggests that for the “interest” of the wealthy

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<sup>221</sup> See texts S5, S17 and S19 of Sippar, Part C.

<sup>222</sup> Cf. Harris (1975:302-312, 315-324) for detail explanations of the function and role of the *nadītums* who live in “special groups” and with this have “some special relationship to (a) certain deity”. The *nadītums* of Šamaš live in a cloister, who was surrounded by walls, and *nadītums* had “limited contact” with others outside of the cloister (Harris 1975:302-303). This cloister or *gagûm* existed even in the pre-old Babylonian period and the term *gagûm*, corresponds with the words “place of hiding” or “detention” (Harris 1975:303-304). The houses were situated within walls surrounding the complex; and include houses of the *nadītums*, cloister officials, other cloistered women; as well as certain staff such as female weavers employed by the cloister (Harris 1975:304).

families, the *nadītum* institution were used to “prevent the diffusion of their wealth which occurred when a girl married and took her dowry to another family”. The rationale for the *nadītum* institution lies therein that when a *nadītum* enters the *gagûm*, she receives her dowry as support and at her death her dowry will return to her biological family, preventing thus the property of her family to go to her husband’s family (Harris 1975:307).<sup>223</sup> Regarding the religious mind-set of the *nadītum*, Harris (1975:307-308) opines that the *nadītum*’s father-in-law and mother-in-law is the god/goddess, and to substantiates her statement she refers to a *nadītum*’s letter stating: “may my Lord (Šamaš) and my Lady (Aja) keep you well”.

In addition, to a woman’s position as beneficiary and/or contractual party, Greengus (2001:264) refers to a court case from Old Babylonian Sippar MHET 2, 4,393 and comments that sometimes “personal and sympathetic feelings” occur. MHET 2,4,393 is a court record where there is a division of eighteen *ikû* of fields, originally the property of Warad-Sin who bequeathed it to his daughter Šat-Aja. She sold part of the property consisting of three *ikû*, and the remainder of fifteen *ikû* was left to the daughters of her three brothers. Prior to transfer, Šat-Aja died and one of her brothers Sin-gamil, was the beneficiary of the property in terms of inheritance legal tradition; however he took “pity” on the daughters, and stated that fifteen *ikû* was too small to support all three women, so he would support his own daughter. Furthermore, Sin-gamil decided to support his nieces by allocating an additional five *ikû* to them (Greengus 2001:264).

Nevertheless, a “less considerate” family is depicted in the court case of the document MHET 2,4,459. In this case, a brother sustained his *nadītum* sister for an extended period, by working in the fields and orchards that formed part of her dowry, which he held on her behalf. On his death, his four sons who “starved her for two years”, inherited these properties. The sister/*nadītum* asked for relief from the judges, who interrogated the nephews, and decided to give her full control and management over her property during her lifetime (Greengus 2001:264).

A *nadītum* tends to live longer. This was due to secluded living conditions, for society was often plagued by periodic epidemics; and also as a result of her celibacy, she was not

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<sup>223</sup> The *nadītum* (Sumerian *lukur*) priestesses were not allowed to have children, although they were allowed to married (Harris 1975:305-306).

subjected to the complications of childbirth. This in return was problematic for her support, for both her family and herself must support her. Her other siblings lifespans were shorter, and generally it was the responsibility of her biological brother/s to provide her with support. If she was not supported for whatever reason, her obligors may in certain circumstances forfeit their inherited share in the property, or the *nadītum* may secured her financial position by adoption. Often the adoptee is unrelated. This adoption agreement serves as her support during her lifetime, and in return the adoptee becomes the heir/beneficiary of her deceased estate; or in case of a slave, the slave earned his or her freedom (Harris 1975:309).

Regarding the other types of priestesses, Westenholz (1989:245-265) discusses the story of Tamar in the Old Testament together with the meanings of the words *qēdēša*, *qadištu* and sacred prostitution in Mesopotamia.<sup>224</sup> The root *qdš* appears in a noun form in Mesopotamia in the feminine *qadištu/qaššatu/qašdatu*, and refers only to women of a certain status, of which the meaning takes different emphases (Westenholz 1989:250).

Westenholz (1989:251) states that the *qadištu*-women, together with “other classes” such as “the *nadītum*, *kulmašītum*, *ugbaltu*” were “regulated by codes”; these classes “were organized into special groups, each having a special relationship to a male deity, and whose sexuality was controlled by celibacy or marriage”. On the other hand the “classes” of the *ḥarimtu*, *šamḫatu* and *kezertu*” were “not regulated by the codes”, and “had a special relationship to a female deity and whose sexuality was unregulated” (Westenholz 1989:251).

Westenholz (1989:252) illustrates the different functions of the *qadištu* by referring to certain sources.<sup>225</sup> She derived a generalised opinion from the “Old Babylonian legal texts” that they could own property, marry, bear children and act in a nursing capacity.<sup>226</sup> She refers to a

<sup>224</sup> Westenholz (1989:250-251) refers to the *qadištu* in the context of the Tamar story of the OT and cites Benno Landsberger’s Die Serie **ana ittišu** VII iii7ff. The translation of this text is as follows: “Afterward he took a *qadištu* in from the street; because of his love for her, he married her even though; she was a *qadištu*-woman. The *qadištu*-woman took in a child from the street. At the breast with human milk, [she nursed him]”. Westenholz (1989:251) concluded from this passage that the *qadištu*-women came from the street, and in this society was out of bounds for “organized households”. Though she contended that the function of the *qadištu* must be defined, however that a clear definition seems to be a difficult in terms of the available data. It seems that priestesses functions differ in “period and area” (Westenholz 1989:251).

<sup>225</sup> Cf. discussion by Harris (1975:328-332). The *qadištu* was not cloistered, they were allowed to marry and to have children, and although it seems that some remain unmarried and maintain their own households (Harris 1975:329).

<sup>226</sup> Harris (1975:303) discusses the financial position of one *qadištu*. This is text S7, which is a recorded division agreement of the parental estate of Ribam-ilī and an agreement between Erištum, a *qadištu* priestess and her sister Apiltasà. Especially line 7: **nin-a-ni** *i-zu-zu* which translates as “the sisters agreed to the division”.

certain Inbatum in Nippur from the Isin-Larsa period that “has her own domicile and personal household”. They appear in the “state ration lists” while in Larsa, King Sîn-iddinam forbade the installation of the *qadištu*-women “in the place of the gods”. In a certain Mari text a *qaššatu*, (as by form of a *qadištu*) in a census of women, a distinction was made between an **amat** (servant), **almattum** (widow) and a *qadištu*-woman. Westenholz contends that the **amat** women “were under the control and authority of a man, with the exception of one who is under the control of *qadištu*-women”. It seems that the **almattum** and *qadištu*-women<sup>227</sup> are “apparently under their own control and authority” (Westenholz 1989:252).<sup>228</sup>

These various women have different rules applied to them, although their roles and positions in ancient Mesopotamia were not always certain. Some scholarly opinions held that their purpose were to serve in the continuation of the patronage estate, however this is an overall debating issue.<sup>229</sup>

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Thus the *qadištu* may enter into a division agreement. Harris (1975:330) opines that because the *qadištu* Erištum received only a small house of 1 **sar**, this “reflects the fact that these women were not from wealthy families, as were many of the other classes of women”.

<sup>227</sup> Difficulties have arisen from perceptions deriving from the remarks of Herodotus in his “*Historia*” (1.199) and Strabo in his “*Geography*” (16.1.20), and others whom Westenholz (1989:261) considers “considerably biased”. For instance, authors refer to Herodotus who biases remark the followings: a “Babylonian woman, who once in her life has to offer herself to a stranger for money in the temple of Aphrodite”. Scholars’ other definitions include: “a priestess whose caring for the gods included offering them sexual services” and “a lay-woman who participated in organized, ritual sexual activities” (Westenholz 1989:261). The misconception of the role and definition of the different classes, stems also from the “Hebraic or Judean view towards ancient Babylon in the world of the Old Testament...through numerous references to Babylon, both in the historical and in the literary texts” (Westenholz 1989: 264). Westenholz (1989:265) concluded with the remark: “It is the Greeks and their denigration of the female sex, and of barbarians that caused them to lump together the negative attributes of both groups in their description of Babylon and its cultic rites”. When one considers our own definition and perception of prostitution, the “*Oxford English Dictionary*” defines it as: “the action of prostituting or condition of being prostituted...the offering of the body to indiscriminate lewdness for hire” (Westenholz 1989:261). Some scholars, such as Fisher (1976) and Lerner (1986) attempt to “differentiate ‘cultic sexual service’ from ‘commercial prostitution’; the former discriminating and without payment, and the latter indiscriminate and with payment” (Westenholz 1989:262). Westenholz (1989:262) believes that in Mesopotamia, there was a group that fitted the commercial prostitution-genre. This includes that of the *ḥarimtu*, who usually work in the tavern. Westenholz (1989:262) believes that “controlled coitus within the sacred sphere is not prostitution”, and does not constitutes “ritual promiscuity”, and therefore the *qadištu* were not sacred prostitutes.

<sup>228</sup> Westenholz (1989:252) gives an example from the Old Babylonian literary texts, in the Atra-hasis Babylonian Flood story: “...let the midwife rejoice in the house of the *qadištu*-woman where the pregnant wife gives birth” and concludes that the *qadištu*-woman seems to “live alone in a special hut where she presided over childbirth and wet-nursing”. She makes the further remark that the midwife will attend to the pregnant woman’s “physical needs” giving birth, whereas the *qadištu*-women fulfil the function of the “spiritual requirements of the birthing” (Westenholz 1989:252). Westenholz (1989:253) refers to the Old Babylonian hymn of Adad in the composition of “*The Contest between the Tamarisk and the Palm*” where the Palm “entreats”: “Come let us go, I and you, to the city of Kish... After the *qadištu*-woman has sprinkled water, she takes [...] and then worships and holds a festival”. Westenholz (1989:253) contends that the *qadištu*-woman therefore performed a “ritual function, perhaps in a purification ceremony in Old Babylonian Kish”. Cf. Westenholz (1990).

<sup>229</sup> Cf. Frymer-Kensky’s contributions in “*Reading the Women of the Bible: A New Interpretation of Their Stories*” (2002), “*Patriarchal Family Relationships and Near Eastern Law*” (1981) and her (1998) introduction to the compilation of essays on “*Gender and Law in the Hebrew Bible and the Ancient Near East*”.



Regarding the continuation of the patronage estate, Ben-Barak (1980) refers to an Old Babylonian text from Nippur, which reads: “If a man dies and he has no sons, his unmarried daughters shall become heirs”. According to Ben-Barak (1980:23), this situation seems to be an “accepted practice”.

However, in Old Babylonian litigation texts it seems that the continuation of the patronage estate was not an established settlement, and that the patronage home could be sold to another party, by choice of the father. Furthermore, numerous documents consisting of wills and family deceased division agreements have been found. In them, it seems that the “normal” intestate succession is not always followed. Here are some examples that depart from the rule mentioned.

In this regard, see an inheritance text deriving from Mari in the Old Babylonian period, wherein the testator set out the adoption of a boy and the inheritance of his estate:

This text TCL XXXIV no. 1, ARMT VIII, no. 1 reads as follows:

Yahatti-el is the son of Hillalum and Alitum. He shall rejoice in their joys (5) and commiserate in their miseries. Should Hillalum, his father, and Alitum, his mother (ever) say to their son Yahatti-el: ‘You are not our son’, (10) they shall forfeit house and belongings. Should Yahatti-el say to Hillalum, his father, and to Alitum, his mother (15): ‘You are not my father; you are not my mother’, they shall have him shaved, and shall send him for money. (As for) Hillalum and (20) Alitum – regardless of how many sons they shall have acquired – Yahatti-el is primary heir, and shall take a double share of the estate of Hillalum, his father. (25) His younger brothers shall divide (the remainder) in equal shares. Whichever (among the brothers) shall contest (this) against him, will (be deemed to) have eaten the taboo of Šamaš, Itur-Mer, Šamašhi-Adad, and Yasmah-Adad, (30) and shall pay

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Contributions were also made by Eugene Fisher (1976) in “*Cultic Prostitution in the Ancient Near East: A Reassessment*”; Gerda Lerner (1986) in “*The Origin of Prostitution in Ancient Mesopotamia*”; Zainab Bahrani (2001), etcetera. These scholars differ in their focus, object of inquiry, and methods that include literary analysis versus historical reconstruction. In examining gender, they investigate class, ethnicity, and Jewish nationalism, using comparative perspectives and postcolonial and cultural theories. See also Matthews (1998) in “*Gender and Law in the Hebrew Bible and the Ancient Near East*”. This is a compilation of ten essays on issues of gender and law. Matthews (2003:19-25) advocates developed methodologies and refer to recent developments in feminist and gender archaeology which now received more attention. The new development approaches focus on certain “concepts and constructions of women, sex and gender in historical and art historical terms”. Matthews (2003:25) notes that the aim is not so much to emphasize woman’s role in society, but to point out the different interpretation of “masculinist approaches” and a new look in the human relationships and roles in Mesopotamia, using a holistic approach. Matthews (2003) concluded that textual sources cannot alone solve ambiguities and interpretive difficulties associated with understanding historical periods, and if combined with archaeological data, can have better results.

three and one-third minas of silver, the penalty in a capital case. Eighteen witnesses. Month of Hibirtum, 28th day; eponymy of Asqudum (Pritchard 1955:545).

Litigation over inheritance in the Old Babylonian period is evident in Text A: CT II, 47 translated by Schorr VAB v no. 261 and Text B CT XLV, No 18 HG III no. 708.

Text A: CT II 47 as transcribed and translated by Schorr in VAB no. 261 reads as follows:

Concerning a house plot of  $\frac{1}{3}$ -sar in area within the cloister, adjoining the house of Lamassi the hierodule, the full share of a jointly held prior estate which Amat-Šamaš daughter of Supapum (5) had bequeathed to her (adopted) daughter, the (natural) daughter of Sin-eribam, Nidnusha and Šamaš-apili, sons of Iddinu-nim (10) brought suit against the daughter of Sineribam, stating thus: ‘Amat-Šamaš did not bequeath to you any house whatever, and executed no document in your favour; upon her death, you yourself drew up (such a document)’, (15) that is what they stated. They (i.e., the litigants) pleaded before Sumu-Akshak. For (the purpose of hearing the testimony of) her (i.e., the defendant’s) male and female witnesses, the Standard of Šamaš, the Saw of Šamaš, and (20) the Serpent of Ishara entered the cloister. Her male and female witnesses having (25) testified that she had, while still alive, bequeathed (to the defendant) the house and drawn up the document, the judges proceeded with the case; the judge(s) pronounced the penalty to be imposed upon them (i.e., the plaintiffs); the judge(s) cast...upon them (30) Nidnusha, Šamaš-apili, and the brothers of Amat-Šamaš – as many as there may be who held joint shares in the earlier (estate) – may not re-institute suit against the daughter of Sin-eribam. If any among the brothers of Amat-Šamaš – as many as may be counted – should (again) (35) institute suit, since their case has been terminated, it is they (i.e., the plaintiffs) who will be held responsible. A legal case before Šamaš. Names of three or four judges (Pritchard 1955:543).

In addition, text B CT XLV no. 18 as transcribed and translated by Schorr in HG III no. 708 reads as follows:

(Beginning lost)...(After) [Nidnusha and Šamaš-apil]i, his brother, [the sons of] Iddinunim had instituted suit, (and) the judges tried the case in the temple of Šamaš, (and) (5) drew up a non-contestable document in favour of Lamassi, Beltani, Iltani, and the daughter of Sin-eribam, Nidnusha son of Iddinunim once again filed suit. Sumu-Akshak the burgomaster of Sippar (10) and the judges of Sippar implemented judicial process: Because he had again filed suit in face of a duly executed non-contestable document, they (i.e., the authorities) shaved half his head hair, (15) pierced his nose, extended his arm(s) (and) marched him around the city. His contest and suit are terminated. Never again shall (20) Nidnusha son of Iddinunim bring suit

against Lamassi, the votary of Šamaš, daughter of Puzur-Akshak, Beltani, the votary of Šamaš, daughter of Manium, Iltani, the votary of Šamaš, daughter of Irra-gamil, and the daughter of Sin-eribam, with respect to anything which Amat-Šamaš, the votary of Šamaš, daughter of Supapum had (25) bequeathed to them, from chaff to gold. He may not plead: 'I have forgotten this'. Nor shall the brothers of Amat-Šamaš, as many as there may be, bring suit against them. Because Nidnusha (30) has terminated their case, Nidnusha will be held responsible for their (future) contest and suit. They swore the oath by Šamaš, Marduk, Sinmuballit, and the city of Sippar. Names of witnesses (mostly destroyed) (Pritchard 1955:544).

Text B seems to revolve around another case, but the judges, in the light of their sentence in the previous case and the evidence, lay down that as per the first instance, the plaintiff did not succeed in proving that his allegations were severely penalised. It seems that in this case, Amat-Šamaš bequeathed certain goods to Lamassi, Beltani, Iltani, and the daughter of Sin-eribam. Just as in tablet A, which concerned a house plot bequeathed to the daughter of Sin-eribam, the will was again contested: this time only by one brother, after the decision of the court was that he could not file suit again. As with the case in the first instance, the plaintiff was unsuccessful in proving his claim and was severely punished. Furthermore, any other brother was forbidden to file suit against these four women: Lamassi, Beltani, Iltani, and the daughter of Sin-eribam.

A will was found in Ugarit RS 8.145; herein the testator, bequeathed a large estate to his wife and it seems that he delegated his powers of appointment, for choosing the ultimate beneficiary (heir) of the estate, to his wife. She could choose which of the sons would inherit the estate. The testator made these provisions to prevent his sons from contesting the content of the will, and "abusing their mother" by instituting a huge fine and the forfeiture of the estate with the symbolic words, uttered by the testator, "he shall set his cloak upon the door bolt, and shall depart into the street". Furthermore, the sons must win their mother's goodwill so that they could become the ultimate beneficiaries of the estate. The text reads:

As of this day, before witnesses, Yarimanu spoke as follows: 'Now therefore, (5) whatever I possess (and) that which Bidawe acquired together with me (to wit): my large cattle, my small cattle, my asses, my male slaves, my female slaves, my bronze bowls, bronze kettles, (10) bronze jugs, baskets, the field of Bin-Harasina (bordering) upon the Ra'abani stream – I have bequeathed to Bidawe, my wife. And now therefore, my two sons (15) – Yatlinu, the elder, and Yanhamu, the younger – whichever of them shall bring a lawsuit against Bidawe, or shall abuse Bidawe, (20) their mother, shall pay 500 shekels of silver to the king; he shall set his cloak upon the

doorbolt, and shall depart into the street. But whichever of them (25) shall have paid respect to Bidawe, his mother – to that one will she bequeath (the possessions)’. Five witnesses and the name of the scribe. (Pritchard 1955:546).

In an Old Babylonian Nippur *quasi*-adoption agreement, a mutual agreement is concluded regarding the division of the paternal estate of an adopted father Ilšu-bani, and his newly wedded wife Muḥadditum, together with her biological children from a previous husband of Muḥadditum. These children are now adopted by Ilšu-bani: Ninurta-muballiṭ, Šilli-Ištar and Girni-iša, and provisions are made regarding the division of the estate. The text reads thus:

Ilšu-bani has married Muḥadditum. Ilšu-bani has (taken) from Muḥadditum (as his heirs/sons) Ninurta-muballiṭ, Šilli-Ištar, and Girni-iša, the sons of Muḥadditum. An x-sar house plot next to the house of Ipqu-Damu son of Naram-Sin and next to the house of Ili-iddinam son of Lumur-ili; an x-*iku* field plot with standing plants, beside (the plot of) Ipquša son of Sin-magir; an x-sar orchard plot with standing trees, (property of) the palace, in the [ ]-na irrigation district, beside (the plot of) Iddatum son of Bur-[ ]; [an x-*iku*] 10-sar orchard plot with trees standing, by the canal [ ], beside (the plot of) Ili-ippalsa son of [ ] and beside (the plot of) Ipquša son of Sin-magir; an x-sar orchard plot in front of the meadow, in the Nanga irrigation district, beside (the plot of) Ili-ippalsa and beside (the plot of) Ipquša son of Sin-magir – (all this) he has turned over to Muḥadditum his wife, Ninurta-muballiṭ, Šilli-Ištar, and Girni-iša. After Ninurta-muballiṭ the eldest brother has taken his preference portion, they will divide it equally by casting lots. If Muḥadditum says to Ilšu-bani her husband and (if) Ninurta-muballiṭ her son, Šilli-Ištar, and Girni-iša say, ‘You are not my husband, you are not my father’, they will forfeit house, field, and orchard property. And if Ilšu-bani says to [Muḥadditum] his wife and to Ninurta-muballiṭ, [Šilli-Ištar], and Girni-iša, ‘You are not [my sons]’, he will forfeit [house, field, and orchard property. In mutual agreement] they have sworn in the name of the king (Stone & Owen 1991:52-53, PBS 8/2 155).

The text can be divided in terms of the following important clauses:

- Adoption clause (See Nat 1): Ilšu-bani married Muḥadditum. Ilšu-bani has (taken) from Muḥadditum (as his heirs/sons) Ninurta-muballiṭ, Šilli-Ištar, and Girni-iša; the sons of Muḥadditum.
- Other: proper description of assets (See I 3): An x-**sar** house plot (located) next to the house of Ipqu-Damu son of Naram-Sin and (located) next to the house of Ili-iddinam son of Lumur-ili; an x-**iku** field plot with standing plants, (located) beside (the plot of) Ipquša

son of Sin-magir; an x-**sar** orchard plot with standing trees, (property of) the palace, in the [ ]-na irrigation district, beside (the plot of) Iddatum son of Bur-[ ]; [an x-**iku**] 10-**sar** orchard plot with trees standing, by the canal [ ], (located) beside (the plot of) Ili-ippalsa son of [ ] and (located) beside (the plot of) Ipquša son of Sin-magir; an x-**sar** orchard plot in front of the meadow, in the Nanga irrigation district, (located) beside (the plot of) Ili-ippalsa and (located) beside (the plot of) Ipquša son of Sin-magir.

- Division and casting of lots clause (See Nat 3): (all this) he has turned over to Muḥadditum his wife, Ninurta-muballiṭ, Šilli-Ištar, and Girni-iša. After Ninurta-muballiṭ the eldest brother has taken his preference portion, they will divide it equally by casting lots.
- Sanction clause: If Muḥadditum says to Ilšu-bani her husband and (if) Ninurta-muballiṭ her son, Šilli-Ištar, and Girni-iša say, ‘You are not my husband, you are not my father’, they will forfeit house, field, and orchard property. And if Ilšu-bani says to [Muḥadditum] his wife and to Ninurta-muballiṭ, [Šilli-Ištar], and Girni-iša, ‘You are not [my sons]’, he will forfeit house, field, and orchard property.
- Agreement (See E 4): **še-ga-ne-ne ta** – they are all in mutual agreement
- Oath clause (See Nat 7): they have sworn in the name of the king.

Hence, while the continuation of the patronage estate through the male succession line was a general practice in certain circumstances, it was not an established settlement. Some departing from the general rule took place, for example:

- adoption, which may include slave/s and stepchildren,
- testamentary powers of delegation given to a wife, to appoint later beneficiaries. With this preventing the sons from contesting the content of the will, and “abusing their mother”.
- contractual capacity of women in certain instances, to make their own wills and owning their own property. It seems that in certain instances the property’s value, motivate the contesting of a will’s validity.
- duty to support a sister, which would place a extra burden on the patronage estate and may lessen the value of the estate. Sometimes with non-compliance of support, the patronage

estate was forfeited.

It seems that reasonableness, caring and concerning for the welfare of women, and even stepchildren, were sometimes factor/s in the inheritance law traditions.

#### 6.2.3.2 *Summary*

In conclusion the **ibila**, if translated as heirs/beneficiaries, are not necessarily only the natural sons of the deceased father, excluding the daughters and stepchildren. Varying time-periods and places, as well as family, social and economic circumstances, may apply different rules of succession regarding the continuation of the paternal estate, or the transfer of the family estate property to adoptees, daughters and sons in different juridical relationships.

### 6.3 REGULAR NATURAL TERMS IN DIVISION AGREEMENTS

#### 6.3.1 **Bringing in (sale) – clause (Nat 2)**

The **búr** clause states that one contractual party will pay equally to his brother/s.

In Sjöberg (1984:191,193-194) **búr** as a verb, under the heading E, number 4, denotes “to pay in exchange, to compensate”. The description applicable to the translations in Part C, and a family deceased division agreement are as follows:

In the Old Babylonian period, these refer to “OB exchange and partition documents” (Sjöberg 1984:193):

- **mu é é-e nu-ub-da-sá-a x gín x še kù-babbar** PN<sub>1</sub> PN<sub>2</sub>-**ra in-na-an-búr** translates as “because house for house had not the equivalent (values) (in-na-an-bur<sub>2</sub>), PN<sub>1</sub> paid PN x shekels, x grains of shekels”, TIM 4 1, PBS 8/2, OECT 8 18, BE 6/2.
- Another example is, **6 gín kù-babbar mu diri-é-a ù á-kúš (-ù)-é-a** PN<sub>1</sub>-**ke<sub>4</sub> PN<sub>2</sub>-ra in-na-an-búr**, translates as “PN<sub>1</sub> has paid PN<sub>2</sub> 6 shekels of silver for the balance (**in-na-an-búr**) of the house and the expenditure of work for the house”, TIM 4 4.

The “bringing in” term is reflected mainly in the Nippur texts N1-6, 8 & 9; the term variant usually contained in the text is: **šeš-a-ne-ne-ra in-na-an-búr**, “he paid in balance to his brothers”. The **búr** term was not mentioned in the Larsa and Sippar texts, however in 30% of

the Larsa texts and 3.8% of the Sippar texts, in context, the “bringing-in” practice, occurred.

### 6.3.2 Division by lots - clause (Nat 3)

Division by lots is denoted by two different terms, namely the Sumerian term <sup>giš</sup>šub-ba-ta, which mostly also collocates, with the terms **še-ga-ne-ne-ta** (in mutual agreement) and **in-ba-eš** (to divide). This occurs mainly in Nippur N1,2,4,5,7,8,9,10 and one text in Sippar S26 as shown in Part C. There are two of the ten texts of Larsa in Part C wherein this term was used, namely L5 and L10. In two other texts the other derivative in Akkadian is used, namely *isqu* in L6 and L8.

Firstly, the term for division by lots, from the Sumerian word, is discussed namely <sup>giš</sup>šub-ba-ta:

In PSD<sup>230</sup> it is given as <sup>geš</sup>šub [LOT] (32x: Ur III, Old Babylonian) writing as <sup>geš</sup>šub, meaning “lot, share” with the Akkadian version *isqu*. Eleven distinct forms are attested: <sup>geš</sup>šub, <sup>geš</sup>šub-ba-ta, <sup>giš</sup>šub-ba-zu, <sup>geš</sup>šub-ba, <sup>giš</sup>šub-ba-za, <sup>geš</sup>šub-e, mu-šub-ba <sup>geš</sup>šub-bi, <sup>giš</sup>šub-ba-ĝá, <sup>giš</sup>šub-ba-ni and <sup>geš</sup>šub-zu-šè.

Under heading number 1, the term is translated as “lot, share”.<sup>231</sup> This term is reflected in the following Old Babylonian text in accordance with PSD; and the researcher have arrived at a definition regarding which type of division agreement it entails, namely:

- ELA/Old Babylonian/Nippur **[geš]-šub-ba šu ba-an-ti-eš** CBS 02295 6 is an family deceased division agreement between brothers.
- ELA/Old Babylonian/unclear **še-ga-ne-ne-ta geš-šub-ba-[ta in-ba]-eš** MC 3, 51 44 is a family deceased division agreement, containing a preference portion, wherein a few allocations were made regarding temple offices. There are a number of Nippur family deceased division agreements, wherein such allocations were made, regarding the holding of such offices, for certain periods of time (cf. Nippur texts in Part C).

<sup>230</sup> Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.htm>. Cited 5 February 2012.

<sup>231</sup> See also ETCSL: <sup>giš</sup>šub-ba=lot.

- Unknown/Old Babylonian/Nippur **geš-šub-ba-ta in-[dab-bé-eš]** SAOC 44, 35 11 is a family deceased division agreement including an inheritance share—clause, **ha-la-ba**.
- Unknown/Old Babylonian/unknown **geš-šub-ba-ta in-ba-e-eš** SAOC 44, 42 22 is a family deceased division agreement containing the inheritance share **ha-la-ba**, wherein the eldest son receives a preference portion <sup>giš</sup>**banšur-zag-gu-lá**, reading with **še-ga-ne-ne-ta**, the clause of mutual agreement.
- **še-ga-ne-ne-ta geš-šub-ba-ta in-ba-e-eš** OECT 08, 17 46 is a family deceased division agreement wherein the two brothers by means of the inheritance share clause, **ha-la** mutually agree to a division by lots.

The Akkadian variant *isqu* translates as “lot; share” and is now discussed:

The Akkadian term *isqu* is in Oppenheim (1960:CAD I,198-199,202) outlined. It is a subject, and under heading 1, may be explained as follows: (*išqu*, *ešqu*) it is a lot, which as a device determines a selection cast by the beneficiaries. During the Old Babylonian period, it is distinguished in the texts by the following contexts and terms:

- **ì-ba-e-ne-<sup>giš</sup>sub-ba ì-š[ub-b]u-ne** translates as “they made the division (of the property) and cast the lots (to distribute)”, Jean Tell Sifr 5:9; and
- **še-ga-ne-ne-ta <sup>giš</sup>sub-ba-ta in-ba-eš** which translates as “they made the division according to mutual agreement by (casting of ) lots”, PBS 8/1, PBS 8/2, OECT 8 17, BIN 7 71.

In addition, there are the Akkadian variants namely *ina mitgurtišunu is-qá-am iddûma* (Jean Tell Sifr 44); also *ina mitgurtišunu ina is-qí-im ilqû* translates as: “the sons of PN have, according to mutual agreement, taken (their described shares) by (casting) lots” (Oppenheim 1960:CAD I,202). According to Oppenheim (1960: CAD I,202) “the semantic range of the term *isqu* is conditioned by the Akkadian, as well as by the Sumerian background”.

The terms reflect different ways regarding the assignments of the objects. In the Akkadian variant when looking at *ussuqu* under *esēqu*, it “refers to the aspect of an assigned object”.



With the Sumerian variant, the term <sup>giš</sup>**sub-ba** refers to the casting of a lot, which is literally wood, and this “indicates the way in which these assignments were made, either in fact or in theory”. There is a “nuance of fate” in the Sumerian proverb <sup>giš</sup>**sub ús-sa-ab**, which translates as “accept your lot”.<sup>232</sup>

In a few text examples, as reflected in Part C, the term is given as follows:

In Larsa:

- L5 casting of lots, TS 6 (BM 33159) Line 15: <sup>giš</sup>**sub-ba ì-šub-bu-ne-eš**.
- L6 Line 46 - *i-na mi-it-gu-ur-ti-šu-nu is-qá-am i-/du-ú-ma* - by mutual agreement, they have agreed to the division by casting of lots (division by lots - *išqu*).
- L8 Line 25-26: *i-na mi-it-gu-ur-ti-šu-nu <sup>o</sup>i-na is-qí-im i-zu-ú-zu <sup>o</sup>* - by mutual agreement in equal parts, they carried out the division by casting lots (Larsa *išqu*).
- L10 TS 5 (BM 33180): Line 23-24: **é kiri<sub>6</sub> nì-ga ù giššu-kár a-na gál-la ì-ba-e-ne gišsub-ba ì-šub-bu-ne** - they divided the house, orchard, movable property and furniture as much as there was, and by casting of lots. This is twice mentioned together with each brother's awarded divided assets. Line 11 - TS 5 (BM 33180): **ì-ba-e-ne gišsub-ba ì-su[b\*-b]u\*-ne** - by casting of lots (two times in the text) <sup>giš</sup>**sub-ba-ta in-ba-eš u<sub>4</sub>-kúr-šè lú-lú-ra** – they have divided by lot and in the future brother against brother will not claim against another.

In Nippur:

- N1: Reverse line 13 <sup>giš</sup>**sub-ba-ta in-ba-eš u<sub>4</sub>-kúr-šè lú-lú-ra** - the parties' state that they have divided by lot.
- N2: they have divided up by lots. (Sumerian variant) <sup>giš</sup>**sub-ba-ta in-ba-eš**. Line 22: [še-

<sup>232</sup> Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.htm>. Cited 5 February 2012.

**ga-ne-ne]-ta <sup>giš</sup>sub-ba-ta in-ba-eš.**

- N4, C6: **ur-a-si-ga-bi in-ba-eš** - the parties agree they have divided into equal parts (Sumerian variant).
- N5: **ni-ba-e-ne** – line C2 (Sumerian variant).
- N7: **šu-ri-a-bi in-ba-e-eš** and <sup>giš</sup>**sub-ba-ta in-ba-e-eš** - lines 46, **šu-ri-a-bi in-ba-e-eš**. Line 19 and 41 - with every share of a brother, and again, when parties mutually agree to division, at the end of the agreement, in line 46: **še-ga-ne-ne-ta** - they mutually agree.

Kitz (2000) investigates the same Akkadian texts, and compares them with Joshua chapters 13-19 of the Bible. She contends “lot casting legally dissolved the state of undivided inheritance and that there are certain similarities between the Mesopotamian texts and procedure of Joshua chapters 13-19, signifying a borrowing and influence towards each other” (Kitz 2000:618).

### **6.3.3 As much as there is - clause (Nat 5)**

This clause contains different terms, all of which indicate that there is a finality and completeness regarding all of the assets involved, with small discrepancies in variants and meanings.

*Gamāru*, signifying completeness and finality, encompasses all of the assets involved, and if read together with the usual clause, they agree to divide. In addition, *ištu hurāšum*, also denotes the same concept. However, here a symbolic note is identified, mainly occurring in Sippar: a spectrum ranging “from straw to gold”. This constitutes to include the smallest item, although this smallest item is essential, for straw is an important building material ingredient, to the most precious item, which is gold.

These terms’ meanings in the CAD and PSD are explained below:

### 6.3.3.1 *Gamāru*

*Gamāru* in CAD volume 5 G is identified as completeness, finality and it is an subject (Oppenheim 1956a:CAD 5, 24-25).

The verb form of *gamāru* under heading number one is referred to as “bring to an end” which includes “to annihilate, to use up, to spend, to settle, to encompass, to control, to possess in full and to finish an activity” (Oppenheim 1956a:CAD 5, 24-25).

Texts in Sippar offering examples of this term are:

- S9: Case (BM 92585 A) = Case of CT 8 16a  
Line 26: *zi-zu ʿgaʿ [am-ru-um bu]-ʿruʿ-ú-ma* - they agreed to division and finished the division.  
Tablet (BM 92585) = CT 8 16 a  
Line 25: *zi-zu ga-ab-ru-um bu-ru-ma* - they divide the estate and finished the division.  
Case (BM 92585 A) = Case of CT 8 16a  
Line 27: *iš-tu pí [e a-di] ʿguškinʿ* - “from straw to gold”.  
Tablet (BM 92585) = CT 8 16 a  
Line 26: *iš-tu pi-e a-di guškin* - “from straw to gold”.
- S6: Line 7-8 **nin-a-ni** *i-zu-zu zi-za ga-am-ra* - the ladies agree to the division, the division is finished. Line 9: *iš-tu bi-e a-di ħurâšim* - from the straw up to the gold.
- S3: Tablet (BM 82425) Line 29-30 *zi-zu ga-am-ru ma-la-ma-ʿšú-úʿ zi-ta-šu-nu ga-me-ir-tam* - they have divided, the division is finished. Case (BM 82425 A) Lines 16-19: *a-ʿdiʿ ʿguškinʿ zi-zu ʿgaʿ-[am-ru] ʿiʿ-zu-uz-zu-ú iš-tu pí-e a-di ʿguškinʿ [zi-zu ga-am-ru ma-la-ma-šú-ú] ʿziʿ-ta-šu-nu ga-meʿ-[er]-tam il-te- ʿqú-úʿ [li-ba]-ʿšuʿ-nu tú -ʿubʿ ʿudʿ-[kúr-šè a-ħu-um a-na a-ħi-im]* - from straw to gold, the division is finished, brother against brother will not raise a claim against another and their hearts are satisfied, from straw to gold.

### 6.3.3.2 *Ištu hurāšum*

The term translates as “from straw (chaff) to gold”. In Oppenheim (1956b: CAD H, 6) under the heading *hurāšu*, it is translated as gold with special qualities to it, including as material, varieties, economic use, figurative use, in pharmacopoeia, etcetera (Oppenheim 1956b:CAD 6, 245). It is outlined as a symbol of valuable property and occurs in the Old Babylonian legal documents, only as *ištu pī adi KÙ-GI zīzu gamru*, from chaff (straw) to gold: they agree to a division of the property and settle the matter. Another variant is *ištu pīm ana hu-rā-šī-im* (Oppenheim 1956b:CAD 6, 247).

Duncan (1914:177) discussed the term from “chaff to gold”: *iš-tu bi-e a-di hurâšim* and transcribed it as *iš-tu bi-e a-di hurâši*. According to Duncan (1914:177) it was previously thought to mean “from mouth to gold”; in other words, through oral agreement the transaction was settled by payment. It now seems that the word *bi-e* is from the word *pū* which means not mouth but “threshed straw”: chaff. The expression chaff to gold refers to, “from the least valuable to the most valuable”; thus complete division of all the property has been made. In the following texts in Part C, these terms occur as examples, namely:

In Larsa:

- L2: Lines 18-20: **é kiri<sub>6</sub> giškár nì-šu-gal nì-gá-gál-la ša ad-da-ne ì-ba-e-ne** - movable ground, orchard, furniture, goods and liquidities as much as there was, which belonged to their father, and they divided [these].
- L4: Line 41-42: **é <sup>giš</sup>kiri<sub>6</sub> sag-gemé sag-arad [nì]-ga-ra é-da-da-[e-ne] a-na gál-àm** - house, garden, female and male slaves, estate of their father’s house as much as is extant (there were)
- L7: **wa-ar-ki ha-la é-ad-a ni-šu-nu ú-sà-ni-qú-ú-ma é-ad-da a-ni ma-la ma-šú-ú i-na mi-it-gur-ti-šu-nu i-zu-zu** - after they had established the respective shares of the house of their father, by mutual agreement they divided the house of their father, as much as there was.
- L10: TS 5 (BM 33180): Lines 10-11: **é kiri<sub>6</sub> nì-ga [ù <sup>giš</sup>šu-kár a-na gál-la] ì-ba-e-ne**

<sup>gi</sup>[š<sup>š</sup>**ub-ba** **ì-sub-bu-ne**] - they divided the house, orchard, goods and furniture as much as there was. “Casting of lots” is referred to twice in the text.

Examples in Sippar are:

- In S2, line 7: *iš-tu pí-[e] a-di guškin* - “from straw to gold” they have divided.
- In S22, tablet (BM 16813) Line 27: *[zi-zu ga-am-ru iš]-tu pí-e* - the division is finished; from straw. Reading together with line 28: *[a-di guškin a-ḫu-um] a-na a-ḫi-im* - to gold; brother to brother. Reading together with Case (BM 16813 A) Line 28: *iš-tu pí-e a-di guškin* - “from straw to gold”.
- S24, lines 15-17 *i-zu-zu zi-zu ga-am-ru* – they have agree to the division and the division is finished; line 18: *iš-tu pi-e a-di ḫuraši* - from the straw to the gold.

#### 6.3.4 No claim - clause (Nat 6)

Variant: **inim nu-um-gá-gá-a** (shall not raise any claim); Another variant: **šeš-a-ne-ne ba-ani-ib-ge<sub>4</sub>-ge<sub>4</sub>-ne** (his brothers shall not raise claims against him).

In the no claim clause, we find the word **inim**, which translates as “word” in the PSD. In the PSD<sup>233</sup> it is found in texts from: Early Dynastic IIIb, Old Akkadian, Lagash II, Ur III, and Old Babylonian. It is written as **inim**; **e-ne-èg** “word”; “matter (of affairs)”. The Akkadian variant is *amatu*. See also **inim bala** [converse], **inim gi**[answer], **inim gin** [confirm], **inim ḡal** [sue], **inim ḡar** [sue], **inim hulu** [insult], **inim sig** [express], **inim šar** [discuss]. Seventy-one forms have been attested and must be read together with other terms, in context.

Another word is **gi**, which translates in the PSD as “turn”, and is found in the texts from the periods Early Dynastic IIIa, Early Dynastic IIIb, Old Akkadian, Lagash II, Ur III, Early Old Babylonian, Old Babylonian and unknown.<sup>234</sup> The written word: **gi<sub>4</sub>**; **gi**, means “to turn, return; to go around; to change status; to return (with claims in a legal case); to go back (on an agreement)”. The Akkadian variants are: *lamû*; *târu*. See also a **gi** [deflower], **ad gi**

<sup>233</sup> Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.html>. Cited 5 February 2012.

<sup>234</sup> Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.htm>. Cited 5 February 2012.

[advise], **inim gi** [answer], **sa gi** [prepare], **saĝ gi** [block], **šeg gi** [make noise], **šu gi** [repay], **šu gi** [repeat], **zi gi** [on good terms].

In this context, **gi** means 1. to turn, return. Examples are Old Babylonian/unknown **mu-a u<sub>4</sub>** [...-kam nu-gi<sub>4</sub>-gi<sub>4</sub>-ne] SAOC 44, 86 2; **u<sub>4</sub> kúr-še lú lú-ù nu-gi<sub>4</sub>-[gi<sub>4</sub>-ne]** SAOC 44, 86 5; **ki-bi-še bí-in-gi<sub>4</sub>-a** UET 5, 125 28; **nu-mu-un-gi<sub>4</sub>-gi<sub>4</sub>-dè** UET 5, 150 16; **lugal-e an-ta íb-gi<sub>4</sub>** UET 5, 203 9; **nu-mu-un-gi<sub>4</sub>-gi<sub>4</sub>-dè** YOS 05, 135 14.

Other meanings include: 2. to go around, 3. to change status, 4. to return (with claims in a legal case), 5. to go back (on an agreement). The Akkadian variants are: **lamû** “to surround”; **târu** “to turn, return”. See ETCSL: **gi<sub>4</sub>**=to return.

Examples from Part C texts are:

In Larsa:

- L1 Line 19 **ugu-ni nî-na-me-en** - that there will be no complaint against the other.
- L5 TS 6 (BM 33159) Line 16: **u<sub>4</sub>-kúr-še šeš šeš-ra inim-ma nu-gá-gá** – brother against brother will not lodge a claim against another.
- L6 Line 48: **u<sub>4</sub>-kúr-še u<sub>4</sub>-nu-me-a-kam šeš šeš-ra inim nu-gá-gá** - brother against brother will not raise a word and come back.
- L8 Line 26: **nu-mu-un-da-bal-e** - they will not claim against each other.
- L9 Lines 23: **ḥa-la ša i-zu-zu la-i-in-nu-u<sub>2</sub>-ma** - the inheritance which they divided they shall not alter.
- L10 Lines 25-27: **u<sub>4</sub>-kúr-še Idingir-šu-ellat-sú-k[e<sub>4</sub>] Ia-ba-a-a-ra šeš-a-ni inim nu-um-gá-gá** - in the future, Išū-ellassu will not make a complaint against his brother Abaya.

In Nippur:

- N1, N4, N5, N7 and N9 the contractual parties agree that they will not raise any claims against another.

In Sippar:

- S2 Line 8: *zi-zu a-na a-ḫu-la-ap-<sup>d</sup>utu ú-ul i-ra-ga/-mu* - at a future time one brother against the other shall not make a claim.
- S6 Line 10: *a-na a-ḫa-tum ú-ul i-ra-ga-am* – brother to brother will not complain against one another.

### 6.3.5 Oath clause (Nat 7)

In PSD<sup>235</sup> the word **pàd** translates as “find” and is used in the texts from the periods Old Akkadian, Lagash II, Ur III, Early Old Babylonian, Old Babylonian, Middle Babylonian, unknown. Writing as **pàd**, which also translates as “to find, discover; to name, nominate”. The Akkadian variants are *atû* “to find, discover”; *nabû* “to name”.

Examples from the Old Babylonian period are:

- unknown/Old Babylonian/Nippur **mu lugal téš-bi in-pà-dè-eš** SAOC 44, 31 27.
- **dub ul-pà** SAOC 44, 41 9.
- unknown/Old Babylonian/unknown **mu lugal-[la téš-bi in-pà]** SAOC 44, 86 3.
- **in-pà<sup>#</sup>-dè<sup>#</sup>-[eš]** SAOC 44, 86 7.
- **mu en-<sup>d</sup>inanna <sup>d</sup>iš-bi-èr-ra máš-e Ì-pà** TLB 5, 02 10.
- unknown/unknown/Nippur **mu<sup>#</sup> lugal téš-bi in-pà-dè-eš** N 0968 18.

Magnetti (1979:8) is of the opinion that the philosophical outlook of the people of the ancient Near East was influenced by beliefs in the supernatural, so that religion became “an important aid in the administration of justice”. A further qualification to the oath is the mentioned “promissory oath” made by witnesses. The aim according to Magnetti (1979:23) was either to reassert that the truth had been told, or to “strengthen a statement previously made”. Oaths were considered part of the “normal contract procedure” found in several legal texts throughout the ancient Near East. They seem not to occur in all contracts and the assumption is that this supernatural control is not necessary over all “actions of men”. When used, it was for providing an “added assurance” in the conditions of agreement (Magnetti 1979:28).

Oath references are found in many of the named law collections such as LU, LE, LL, LH and

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<sup>235</sup> Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.html>. Cited 5 February 2012.

MAL (Magnettti 1979:2).

Porter (2002:4) mentions that in Mesopotamian texts, without referring to which ones, there are certain terms such as “god of the family” and “god of the house” which need to be differentiated. The family god is the personal god and there is a connection with the family's “place of origin”; these gods are worshipped in “shrines outside the house” whereas the so called “household god is the ancestor who transmits inheritable property, and it is in this light that cultic installations in houses and tombs in Nippur, for example, and Old Babylonian Ur, are to be interpreted”.<sup>236</sup>

In some of the texts cited as examples in Part C the oath is reflected in context as follows:

In Larsa:

- L1 Line 19- 20: **mu d<sup>n</sup>nanna d<sup>u</sup>tu ù ri-im- d<sup>e</sup>EN-ZU lugal-e in-pàd-meš** - they have sworn by Sîn, Šamaš and King Rîm-Sîn.
- L5 TS 6 (BM 33159) Lines 17: **mu lugal-bi in-pàd** – they swore by the king

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<sup>236</sup> Porter (2002:4) refers to van der Toorn where distinctions were made between “god of the family” and “god of the house”. The family's place of origins is associated with these gods. The “god of the house” comprises of the ancestors. The “god of the house” is situated in the house on a pedestal or table. These shrines are associated with the “inhumations in and below houses”. According to Porter (2002:4): “There is a close and complex relationship between mortuary rituals and practices, the inheritance both of position of family head and property, the presence of household shrines, and the concept of ancestors to be observed in the documentation of greater Mesopotamia”. Caution should be exercised at different sites regarding these mortuary practices and inheritances. For instance there is a different emphasis on the ideals underpinning mortuary rituals at Ebla and Mari (Porter 2002:5-6); although the “ideal vision of society was construed” the reality was different (Porter 2002:6). For instance, at Mari, there exists an “ideal tribal unity” (Porter 2002:5). At Ebla there are “restricted, perhaps fictive, genealogical and descent structures, and kinship took place in dynastic succession” (Porter 2002:6). Territory plays an important part as a form of “social identify”, which determines the rights to the land and serves as “coherence and integration of group membership” (Porter 2002:7); therefore ancestor burials “demarcate the territorial and social boundaries of the group” (Porter 2002:1). Power is kept in the hands of a few (Porter 2002:1); through “ancestor traditions were created an ideal image of a socially unified group in the descent-based linkages, real or fictive, through which members of society conceived themselves as connected, and are manifest in the symbolism of burial practices” (Porter 2002:1-2). Porter (2002:24-25) is of the opinion, although considering it “speculative”, that occupation, the use of the river area, the interaction of groups produced a “identity crisis” and “social self-consciousness and territorial delineation, conflicts over resources”; hence “the political function of the tribe becomes most visible when the tribe confronts the outside world” (Porter 2002:24-25). Porter used the main mound outside Tell Banat to illustrate this. First the mound was “a place of purely mortuary function”, which then changed to “a more centralized and formalized polity, elaborated in a series of stages”. There were, first, only “ritual centres” around the burials, which were sufficient to “define and sustain group identity”. In the second stage, the “ritual and administrative structures” become “elaborate”. The establishment of power in the hands of a single line of descent becomes evident (Porter 2002:26). A “network of personal and political ties centred around the palace-temple, where the elite are in the centre and society was in kinship groups” occurs (Porter 2002:27). The third stage “is characterized by atomization and involution of institutions with a commensurate depersonalization and intensified stratification of group relatives” (Porter 2002:27).



- L8 Line 27-28: **mu** *sa-am-su-i-lu-na* **lugal-e in-pàd-meš** – they sworn by King Samsu-iluna

In Nippur:

- N3 Line 16: **mu lugal-bi in-pà(d)-dé-eš** – by the name of the king they have sworn.

In Sippar:

- S15 Sworn by the gods Marduk, Šamaš and Annunitum and also the city of Sippar. Lines 14-17: [*niš<sup>ilu</sup>*] *šamaš<sup>ilu</sup> marduk an-nu-ni-tum ù<sup>alu</sup> sippar<sup>ki</sup>* **ni-pà(d)-de<sup>eš</sup>**.

Different gods are named in the oaths, especially in the Larsa and Nippur's deceased division agreements, but sometimes omitted in the Nippur texts. The role of the gods and their influence as an aid in enforcing contracts may reflect to an extent the purpose of an oath, and the overall meaning of the supernatural role in inheritance legal traditions, and the said agreements.<sup>237</sup>

### 6.3.6 Preference portion - clause (Nat 8)

The preference portion, or privileged portion, or right of first-born share, denotes the situation where the eldest son receives an extra portion or percentage of the estate assets, before the division of the deceased paternal estate takes place.

The use of the terms <sup>giš</sup>**banšur** and/or **zaggulá** and/or **sīb-ta** are read together with **mu-nam-šeš-gal-šè**.

In the PSD<sup>238</sup> the root word **banšur** means table, and this occurs in the texts during the

<sup>237</sup> The scope of the thesis does not allow for the discussion of this hypothesis, although further research may reflect better insight into the role of the oath or rationale for the absence thereof in certain cuneiform agreements. Another question is, how were the obligations of the provisions of the agreement enforced, for in some agreements (cf. Part C) there were no sanction clause; however only an oath clause. Did religion play any role in the enforcement of obligations? Or were there other factors in place such as kinship relations, or a combination of other factors/characteristics of the legal traditions? Cf. in this regard Chapter 2, Characteristics of ancient Mesopotamian Legal Traditions.

<sup>238</sup> Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.html>. Cited 5 February 2012.

periods ED IIIa, ED IIIb, Old Akkadian, Ur III, Early Old Babylonian and Old Babylonian). Also the written words: **banšur**, <sup>ĝeš</sup>**banšur**, **banšúr**, <sup>ĝeš</sup>**banšúr**, **banšúr**, <sup>ĝeš</sup>**banšùr**, **banšur<sub>x</sub>** ([URU×IGI]) means “table”. The Akkadian variant is *paššūru*. Another variant is **banšur zaggula**, denoting table, which can be found in Old Babylonian texts. The terms are written as <sup>ĝeš</sup>**banšur-zag-gu-la**, <sup>ĝeš</sup>**banšur-zag-gú-lá**, meaning “a cultic table”; while the Akkadian variant is *paššūr sakkî*. Also found is **banšurzagġara** which translates as table from the Old Babylonian period. It is written as <sup>ĝeš</sup>**banšur-zag-ġar-ra** meaning “a cultic table”; the Akkadian variant is *paššūr aširti*.

In some of the texts provided as examples in Part C the preference share-term is reflected in context as follows:

In Larsa:

L10: TS 5 (BM 33180): Line 20 1 **gišbanšur zà-gu-la** - a table (one) **zaggula** (first-born share).

In Nippur:

- N5: Line A3 1 <sup>giš</sup>**banšur zag-gú-lá sib-ta nam-šeš-gal-lá-šú** – 1 **zaggula** bowl: as the privilege of the elder brother.
- N6: Col 1:16 1 <sup>giš</sup>**banšur zag-gú-lá sib-ta mu-nam-šeš-gal-la-šú** - 1 **zaggula** bowl, the privilege of the elder brother.

In Alalakh, just as in Nuzi and Ugarit, there is textual evidence that the father can move away from the rule of first-born share, and appoint a “first-born” as an beneficiary to his estate (Mendelsohn 1959:38-39). This in effect means, that the newly appointed eldest son, at the time of his father’s death, is in a privileged position; in Assyria, Nuzi, Ugarit and Alalakh he could receive a double portion (Mendelsohn 1959:39).

Mendelsohn (1959:39) is of the opinion that there are no documents from the Ur III period, which state that the first-born son received a higher status than others; only in the Isin-Larsa period was mention made of an eldest brother, in Sumerian: **šeš-gal**; in Akkadian *aḫum rabûm* who received the “additional share”, Sumerian: **sib-ta**; in Akkadian *elâtum*. According to him

some Larsa texts indicate also a larger share, sometimes double (Mendelsohn 1959:39).

Preferential status also occurs in southern- and northern Babylonia. Mendelsohn (1959:40) mentions that LL and LH refer to such status and of equal partition (24 by LL and 65, 167 and 170 by LH). The preference rule originates from the “semi-nomadic and predominantly agricultural societies”, where the eldest son was placed “second in rank” in the family (father the head), and the eldest received “special prerogatives”. Due to changes in the economic structures of cities in the Neo-Sumerian and First Babylonian Dynasty, the eldest son's role was reduced; in documents from Ur III and LH. However, Mendelsohn (1959:40) maintains that in “the less industrialized and commercial communities of Nuzi, Middle Assyria, Syria the old custom of according a privileged status to the first-born son remained in force”.

Frymer-Kensky considers the terms first-born, brother, sister, and father - to have a “particular juridical relationship which may be entered into by contract as well as by birth”:

People adopt others as brothers, brothers adopt each other as sons, brothers adopt women as sisters, and the designation of an individual as “first-born” can also be a matter of choice (Frymer-Kensky 1981:214).

The eldest son received a preferential share; the continuation of family patronage in a patronage household was an important institution, pertaining to inheriting an estate. The underlying principle, the primogeniture (first born-share) mentioned, prevailed. In cases where a situation occurred in the ancient Near East, where only a daughter as the principle heir/beneficiary survived, the father could be undermined. In the ancient Near East, not to be succeeded by sons was considered “unnatural, or ill-omened”. According to Ben-Barak (1980:22) there are no “explicit laws or statements of principles in the sources, and the only evidence available is from different places at different periods”, pertaining to the first-born share principle.

In Sumer the Ensi Gudea of Lagaš states that when the father has no son, the daughter is then the beneficiary of her father's estate. According to Ben-Barak (1980:22), the Ensi Gudea declared in these statements the “ideal aspirations of society”, however Ben Barak opines that this is only an exception to the rule, and that the daughter usually does not inherit her father's estate.

Postgate (1992:98-99) mentions that, depending on the custom of a city, an eldest son may receive more than an equal share. Furthermore, in Nippur the eldest son had “certain privileges and duties” (Postgate 1992:98). Temple offices seem to be passed on to the eldest son, and he had first claim on the house.<sup>239</sup> Postgate (1992:98) opines that sometimes a house would be too small to divide, and it would be a “practical consequence” to stay in the same household.

As a different approach, Harris (1992:622) argues that to gain a degree of insight into Mesopotamian life, especially its “emotional content”, is not easy for there are no diaries or memoirs. What we are left with to analyse are scattered literature sources. She examines some epics and myths, who according to her “incorporate ideals and stereotypes are far different from the realities of human life”. This, she argues, must be read together with legal texts, which include inheritance, adoption and lawsuits, in order to shed light on Mesopotamian life. She theorises that Mesopotamian society was based on inequalities of age, sexual and status (Harris 1992:622).

Harris (1992:622) believes that in Mesopotamia, due to the fact that it was an agricultural society, “social continuity rested upon inheritance”. It entails “complex relationships”...“including affection and exploitation” which “must have been at the centre of family life”. She differentiates between two “inheritance divisions”: one is an “equal division, in which all male heirs divided the estate equally”, while the other is the preference share of the eldest brother. She believes that “fraternal tension” was caused by this preference rule, because the head of the family, the father, exercised total control over the estate for life. The sons could possibly receive something during their father’s lifetime, for instance as a result of marriage, apart from their expected inheritance. This could mean that one child might be “favoured” at the expense of another. Therefore, considering age as a factor of inequality, Harris (1992:629) investigates myths; and how these “appear to mitigate generational tensions by countering the idealization of the elderly and old age, focusing instead on the injustices perpetrated by the old against the young”. According to her there is constant tension between the new and the old gods, which usually illustrates conflicts between cities as a result of these gods. The myths she considers are “multi-dimensional and .... mirror human tensions which are thereby dissipated or at least reflected upon” (Harris

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<sup>239</sup> See later in this part and in Part C, in the Nippur texts. The **edadi**-ship allocations were significant assets for allocation in the Nippur family deceased division agreement.

1992:629).

Postgate (1992:99) asserts that the reason the eldest son receives the house, stems from his duty to build a house beneath ancestral tombs. Death creates ancestors, and there were “specific processes” and burial practices or rituals, through which the deceased became “new social persona” (Porter 2002:8).<sup>240</sup> Porter<sup>241</sup> (2002:156) explains that death and actions connected to it extended from the funeral, burial and other mortuary practices, such as “maintenance, commemoration and veneration”, which as a collective group were “highly ritualized”, from the rituals arose “strong ideological” and “social meaning”. Through all of these mortuary practices “complex representations of society, world views and religious beliefs”<sup>242</sup> are reflected and mirrored. She is of the opinion that “the dead are central to the production of social order, and the way the dead are treated is indicative of the concerns of, or even threats to, that order” (Porter 2002:156). She considers ancestors as “instrumental in the transmission of rights, obligations, and especially resources regarding communal and individual property over time” (Porter 2002:157).<sup>243</sup>

Furthermore, Leemans (1986:18) opines that the eldest son’s share as a forum in division agreements in the South of Babylonia, constitutes a double one and although it expresses a “special right and responsibility”, there are “no traces” of any liabilities that the family member incurs; therefore his conclusion together with the rest of his arguments is, that there is an organisational framework where that family functions as an economic unit, and that each member in the family acted on his own accord and by contract (Leemans 1986:15-22).

The researcher considers the preference rule as one of the many legal practices, which were a matter of choice. In a city-state such as Nippur, it seems to be an important means for the continuation of the patronage estate, although the researcher does not agree that this is the overall principle applied in all of the city-states and time-periods. The corpus of inheritance

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<sup>240</sup> Cf. Postgate (1944:99-101) regarding this history of ancestral tombs from early dynastic times. He also states, like Porter (2002), that the Old Babylonian sources are silent regarding these private cults except for personal deities. Kin based groups had their own gods, the latter being also a “statement of identity with a social group as the worship of a city god” (Postgate 1944:101).

<sup>241</sup> Porter (2002:1-36) examines the role of ancestors in Syria during the third millennium but refers to other nations and periods of the ancient Near East.

<sup>242</sup> In the Banat society the dead constitute a very specific category of social being, and not just in the third millennium northern Mesopotamia. They become through their new identity an ancestor with a purpose (Porter 2002:166).

<sup>243</sup> In certain cultures such as Nuzi the main beneficiary (heir) is responsible for the ritual practices and maintaining of rituals, which in turn is connected to inheriting the family property (Porter 2002:157).

documents in a said city-state and time-period, should first be investigated before such an assumption can be made. See also the heading “beneficiaries” regarding the position of daughters and the heading “adoption clause” where the estate owner, on a contractual basis, can deviate from the “normal” succession rules.

### 6.3.7 Equal shares – clause (Nat 9)

In Reiner (1977:CAD M 2, 132), under *mithāriš* as an adverb, the term is defined. It is explained as follows under heading 1: “each one of two or more persons, objects etcetera, enumerated to the same extent or degree”.

In the legal context it is found in context with the following texts:

In CH 165:149<sup>244</sup> the context of the text reads: *ina makkūr bīt abim mi-it-ḫā-ri-iš izuzzu* which translates as “they (the brothers) take equal shares of the possessions of the paternal estate”. The terms *mi-it-ḫā-ri-iš izuzzu* are usually referred to together in a text, to indicate an equal distribution or division. In the Sumerian formulation, we find **téš-a-sè-ga-bi ì-ba-e-ne**.

In some of the texts cited as examples in Part C the “equal shares”-term is reflected in context as follows:

In Larsa:

- L7: Line 15-18: *ú-sà-ni-qú-ú-ma é-ad-da a-ni ma-la ma-šú-ú i-na mi-it-gur-ti-šu-nu i-zu-zu* - after they had established the respective shares of the house of their father, by mutual agreement in equal parts they divided the house of their father “as much as there was”.
- L8: Reverse lines 21-22: **pa<sub>5</sub> a-ta-ap i-ba-aš-šu-ú ana ḫa-la ú-ul o-ša-ki-in mi-it-ha-ri-iš i-ša-at-tu** - the branch of the channel, which forms part of the paternal estate, is not included in the division: it will be replaced by equal division. Line 23-24: *i-na mi-it-gur-ti-šu-nu i-na is-qí-im i-zu-ú-zu* - by mutual agreement in equal parts, they carried out

<sup>244</sup> Roth (1995:112) translates paragraph 165 as follows: “If a man awards by sealed contract a field, orchard, or house to his favourite heir, when the brothers divide the estate after the father goes to his fate, he (the favourite son) shall take the gift which the father gave to him and apart from that gift they shall equally divide (*mithāriš*) the property of the paternal estate”.

the division by casting lots. (Larsa, Akkadian variant for lots *išqu*).

- L9: Lines 20-22: **ḫa-la** *Li-pi<sub>2</sub>-it-E<sub>2</sub>-a ša i-na mi-it-gur-ti-šu-<sup>245</sup>nu<sup>245</sup>it-ti aḫ-ḫi-šu i-zu-zu* - the inheritance of Lipit-Ea, which he divided with his brothers in mutual agreement (in equal parts – not so translated by Andersson 2008:13-22). Also *ša i-na mi-it-gur-ti-šu-<sup>245</sup>nu<sup>245</sup>it-ti aḫ-ḫi-šu i-zu-zu*, the inheritance which they divided they shall not alter and **ḫa-la** *ša i-zu-zu la –i-in-nu-ú-ma*.

In Sippar:

- S22: Tablet (BM 16813) Line 26: *mi-it-ḫa-ri-iš i-zu-zu* - they divided equally and agree to the division.

### 6.3.8 Witnesses - clause (Nat 12)

In the PSD<sup>245</sup> the root word **igi** means face, in front of; translated as “before”. This term occurs in the texts from the periods Early Dynastic IIIa, Early Dynastic IIIb, Old Akkadian, Lagash II, Ur III, Early Old Babylonian, Old Babylonian, uncertain and unknown (periods). The term is written as **igi**; **i-bí**; **igi**; **i-gi**, meaning “first, earlier; front; face” and the Akkadian variant as *māhrum*; *pānū*. In the Akkadian variant *māhrum* refers to “first, former, earlier” and *qudmu* to “front (side)”.

In Reiner (1977:CAD M Part 1), *māhru* number 2, volume 10:105,106 the term *māhru* is defined. In heading/number 2 it is used as a preposition and means “before, in the presence, in front of (persons, objects, staples) with, under the responsibility of, in the direction of, in front of”.

The Sumerian equivalent is **igi**; this Akkadian word is shown as *ma-ḫar*. Thus, when one reads together both variants found in the division agreements, the witnesses appear in the presence of the contractual parties. They witness the proceedings and must afterwards testify. See in this regard, Oppenheim (1961:CAD Z, 146), regarding the totality of the assets of an inheritance. A division agreement was concluded between the contractual parties, following

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<sup>245</sup> Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.html>. Cited 5 February 2012.

with a sales agreement. A dispute ensued between them. The one contractual party informed the judges about a claim brought against the other party. Cognizance was taken regarding the contents of the tablet concerning the inheritance assets. The one contractual party declared as follows: “After this earlier tablet concerning the inheritance was made out to PN<sub>2</sub> in a definite way, and there are witnesses who know about the later division of the inheritance – summon them!”. From this text, it seems that the witnesses’ function was different from that in present-day law.<sup>246</sup> In ancient Mesopotamia, the witnesses witness all of the proceedings and oral content of the agreement, and can testify regarding the contents and proceedings of the legal acts. The correct translations for **igi** or *maḥar* are: “before”/“in front”.

The case *infra* also illustrates the importance of witnesses. The selling of the house probably occurred a long time previously, for the house was seemingly bought by the father of the claimant Iqishuni, who claimed the house as part of an inheritance from his father. It seems that the sons of the buyer were not aware of the situation, and only on their father’s death realised that the house was not his property. It can be argued that the buyer only had to prove, by oath and through witnesses, the legitimacy of an oral agreement of sale, to establish rightful ownership.

The text translated by V Scheil reads as follows:

Concerning the house which Abi-ili sold at full price to Kuk-adar (in the time of the viceroy) Temti-raptash and Kuduzulush the burgomaster, (5) Puzur-Teppuna, son of Abili-ili, and his heirs, rose up in litigation against Iqishuni (son of Kuk-Adar), (declaring) thus: ‘Our father’s house was not sold to your father; (10) your tablet is forged’. Many men were present, and, acting as a court, imposed upon Iqishuni the oath by the god. In the temple of Innanna Iqishuni (15) pronounced the oath saying: ‘Thou, O Innanna, knowest that I did not fabricate a forged document and that my father bequeathed this tablet to me.’ Iqishuni having thus sworn, (20) they cleared for him (his title to) the house. (21-47) Names of witnesses. (48ff) In the presence of these 34 witnesses Iqishuni took the oath in the temple of Inanna; Puzur-Teppuna [and his heirs] caused him to take the oath [...] (and) they (the judges) cleared (for him title to) the house (Pritchard 1955:545).

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<sup>246</sup> See discussion of witnesses function in the law of today in contrast with ancient Mesopotamia (ancient Near Eastern) legal traditions in Chapter 4 – Old Babylonian Scribal School Traditions.



## 6.4 NIPPUR: IRREGULAR NATURAL ELEMENTS' TERMS IN DIVISION AGREEMENTS

### 6.4.1 Introduction

An adoption clause is a natural elements clause, which occurs only in Nippur, which is an anomaly in a family deceased division agreement. This normally occurs in a division agreement while the estate owner is still alive; the owner together with the children and adopted child agree to the division of the agreement, normally subject to a usufruct- or trustee clause.

### 6.4.2 Adoption/support - clause (Nat 1)

In the Nippur text N4, an adoption/support clause is part of a family deceased division agreement containing the term. The basic meaning of Sumerian **ba-da-an-ri** is “to adopt”.<sup>247</sup>

For instance in context regarding the text number 23, and part of collection M.I.O, CBM 1917 (Hilprecht 1909:21) is  $\frac{1}{3}$  **nam Na-ra-am-tum ama Mi-gir-<sup>d</sup>En-lil Nar-ru-ub-tum dumu-sal Mi-gir-<sup>d</sup>En-lil ú Ur-<sup>d</sup>Pa-bil-sag-gá egir dam-a-na-ka**, which translates as a third of the fortune (or object of exchange) of Naramtum, mother of Migir-Enlil; Narubtum, daughter of Migir-Enlil and Ur-Pabilsagga, whom he has adopted.<sup>248</sup> Migir-Enlil died and her estate devolved among her beneficiaries. Two contractual parties, Narubtum and Ur-Pabilsagga concluded their oral division agreement regarding co-ownership of the inheritance property in a recorded agreement. It seems that the contractual party, Narubtum, was the deceased's biological daughter. The other party, Ur-Pabilsagga's, relationship to the deceased is unknown. Interesting to note is that Ur-Pabilsagga receives with Narubtum, in equal parts, divided portions of the deceased's estate, and because the **búr** clause was applied, a field was

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<sup>247</sup> Cf. Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.html>. Cited 5 February 2012., in unknown Babylonian texts: **nam-dumu-ni-še ba-da-an-ri** BE 06/2, 24 5; **nam-ibila-ni-še ba-an-da-<sup>#</sup>[ri]** BE 06/2, 28 3; **u<sub>4</sub> nam-ibila-ni-še ba-an-da-ri-a** BE 06/2, 28 4.

<sup>248</sup> “ $\frac{1}{3}$  **sar 5 gin** of built house, on one side adjoining the house of Babbar and Enlil; 40 **sar** of upland garden, which slopes down into the marsh before it(?), the side of the garden adjoining Ellitum; Ali-aḥusha, the maid-slave; Iškur-rim-ili, the man-slave; inheritance portion of Narubtum, daughter of Migir-Enlil;  $\frac{1}{3}$  **sar 5 gin** of built house, on one side adjoining the house of Ibku-Damu, 40 **sar** of upland garden, which slopes down into the marsh before it(?), the side of the garden adjoining Ibkuatum;  $1\frac{1}{2}$  acres of **usû** field, (additional) payment for Iškur-rim-ili, the man-slave; Dumqi-Ištar, the maid-slave; Taribum, the manslave; inheritance portion of Ur-Pabilsagga, a third of the fortune (or object of exchange) of Naramtum, mother of Migir-Enlil; Narubtum, daughter of Migir-Enlil and Ur-Pabilsagga, whom he has adopted as beneficiary (heir) after the death of his wife, have divided into equal parts. In future neither shall have power to revoke this agreement. By the name of the king they both have sworn” (Note Part C - N4).

brought in to equalise the value of the property for each party. A complicated situation occurs where Ur-Pabilsagga adopted Narubtum and both of them receive in equal parts a one-third portion of an inheritance deriving from the deceased's mother's estate. Could Ur-Pabilsagga be the husband who married the deceased after she was widowed, or could he be the deceased's brother or even her son?

Frymer-Kensky (1981:211) mentions that terms such as son, brother and eldest son are not there only for "biological referents", but "define special juridical relationships", and that these relationships can be "created artificially through various types of adoption and specification".<sup>249</sup>

In addition, Moldenke (1893:110-112) refers to an adoption text which reflects how a certain son on his father's wishes, married a certain woman, who seems to be unable to bear children (barren). This son now wants to adopt his stepson. His father does not wish to consent. His father made a will wherein he stated, that if his son did not have a legitimate and natural son, his son will adopt his brother. Thus, meaning that his son with no natural son, must make his brother the heir/beneficiary of his estate and not his stepson. If the childless son does not want to adopt his brother, the choice of adoption must fall on the childless brother's sister. Unfortunately, the end of the tablet is broken and we do not therefore know the final result.<sup>250</sup>

In other types of adoption agreements, the *quasi*-adoption agreements, new juridical relationships are also defined. These agreements do contain a division clause, but unlike the adoption clause of natural elements in family deceased division agreements, these agreements are concluded between the family members and a living estate owner. Apart from this single exception at Nippur, this agreement is between the brothers; and the estate owner is

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<sup>249</sup> In LH the following paragraphs apply to an adoption, namely 185, 186, 187, 188, 189, 190, 191, 192 and 193.

<sup>250</sup> Text translated by Moldenke (1893:111) as follows: "1 Belkasir, the son of Nadinu, the son of Saggillai, 2 to Nadinu, his father, the son of Ziria, the son of Saggillai, 3 spoke: To the house of the adopted sons thou didst send me, and Zunnâ, 4 I took to wife; but a son or a daughter she bore (me) not: Belusat, 5 the son of Zunnâ, the son of my wife, whom unto, 6 Nikudu, the son of Nûrsin, her former husband, 7 she bore, as my adopted son I will take: 8 verily he shall be my son. At (the writing of) the tablet concerning his adoption, 9 thou shalt be present. Our rights of income and our possessions. 10 As many as they may be, with seal write over to him, 11 Verily our adopted son shall he be *Nadinu*, to the word (which), 12 Belkasir, his son had spoken, did not give his assent. (Then) Nadinu, 13 that for eternal days no one else should seize, 14 (his) rights of income and his services, wrote out a tablet". (About 15 lines are missing). For the continuation of the text see *Zeitschrift für Assyriologie* III, pp. 366-368.). "30 Nergal.... the son of Saggillai; 31 Lâbashi, the son of Dumuk, the son of Saggillai, 32 the scribe Mardukbelzir, the son of Shûla, 33 the son of Usuramatbel. Babylon, in the month Shabatu, on the 15th day, 34 in the 9th year of Nabonidus, King of Babylon".

predeceased.

Two examples of *quasi*-adoption agreements from Old Babylonian Nippur are briefly described, together with their terminology regarding important terms and clauses.

The division agreement of the living paternal estate of Šumman: this agreement includes an adoption agreement between adopted father, Šumman and adopted son Ur-dukuga, and a division agreement between adopted son, Ur-dukuga and his daughter Aḥassunu, with an appendix to the agreement – usufruct/life interest to a person of unknown status: Luliya. The text reads:

Šumman his father had adopted Ur-dukuga son of Šumman as their (sic) son.  
If in future Ur-dukuga says to Šumman his father,  
‘You are not my father’,  
he will forfeit all houses, fields, and orchards and pay  $\frac{1}{3}$  mina of silver.  
And if in future Šumman says to Ur-dukuga his son,  
‘You are not my son’,  
he will forfeit all houses, fields and orchards and pay  $\frac{1}{3}$  mina of silver.  
With Aḥassunu  
the daughter of Ur-dukuga  
by mutual agreement  
they have divided it up by casting lots.  
Thus have they sworn in the name of the king.  
[7 witnesses.]  
Ur-dukuga has given to Luliya 4 **pi** of grain annually, 3 **sila** of oil, and  $\frac{1}{4}$   
(shekel?) of silver’s worth of wool (Stone & Owen 1991:40-41, TIM 4 14).

The text can be divided in terms of the following important clauses:

- Adoption clause (Nat 1): Father adopts son: Šumman adopted Ur-dukuga son of Šumman as their (*sic*) son. – thus possibly also includes the mother/wife who receives the lifelong interest.
- Sanction clause: Here the sanctions are the same (differing from other agreements where sanctions, if the father does not comply, are less severe than with the son) *tukun-bi u<sub>4</sub> kúr-šè* (If in future) the son or father said to each other, ‘You are not my son or you are not my father’, then both will forfeit all houses, fields, and orchards and pay  $\frac{1}{3}$  mina of silver. **ad-da-mu nu-me-en ba-an-na-du<sub>11</sub>** - he will forfeit.

- Division agreement clause: by mutual agreement **še-ga-ne-ne-ta**.
- Casting of lots clause: they have divided it up by casting lots. <sup>giš</sup>**sub-ba-ta in-ba-eš**.
- Oath clause: Thus have they sworn in the name of the king. **mu lugal-bi in-pà-dè**.
- Usufruct- clause: Ur-dukuga has given to Luliya 4 **pi** of grain annually, 3 **sila** of oil, and  $\frac{1}{4}$  (shekel?) of silver's worth of wool.

Another example is evident in a Nippur *quasi*-adoption agreement, concerning the paternal estate of Iquša (living), apportioned between the father, his adopted son Ea-tayyar, and biological son Ea-turam, containing an adoption clause and a life interest clause in favour of the father. It reads:

Iquša son of Dingir-kuta has adopted Ea-tayyar son of KU-[ ] as his heir.  
 On the day of the adoption, Ea-tayyar repaid the 4-**gur** grain debt of Ipquša his father.  
 During Ipquša's, life  
 Ea-turam the son by his wife  
 and Ea-tayyar the son by adoption  
 have made a new division of inheritance shares.  
 A 15-**gin** house plot next to that of Ipqu-Ea the son of Dingir-kuta,  
 a 1 **iku** field plot in the Enlil-gara field next to that of Ipqu-Ea, one-half of whatever household property there is – (the above is the inheritance) share of Ea-turam.  
 A 15 **gin** house plot next to that of Ea-turam his brother,  
 a 1 **iku** field plot in the Enlil-gara field next to that of Ea-turam his brother,  
 one half of whatever household property there is – (the above is the inheritance) share of Ea-tayyar his brother.  
 Ea-turam and Ea-tayyar will each provide to Ipquša their father 2 **gur** 2 **pi** of barley, 3 **mina** of wool, and 3 **sila** of oil, paid annually.  
 Whichever heir fails to make this provision for him will lose his heirship.  
 Together they have sworn in the name of the king (Stone & Owen 1991:41-42 BE 6/2 28).

The text can be divided as regards the following important clauses:

- Adoption clause: Iquša son of Dingir-kuta has adopted Ea-tayyar son of KU-[ ] as his beneficiary.

- Sanction clause: Whichever beneficiary fails to make this provision for him will lose his heirship. **in-na-ab-kal-la-ge-ne, ibila lú nu-mu-na-ab-kal-la-ge, nam-ibila-ni-ta ba-ra-è-dè.**
- Division agreement clause: During Ipquša's life and adoption - a new division of inheritance shares by mutual agreement: **še-ga-ne-ne-ta** and **ḥa-la in-ne-en-ba**: have made a new division of inheritance shares.
- Casting of lots clause: None.
- Oath clause: Thus have they sworn in the name of the king. **mu lugal-bi in-pà-dè-eš.**
- Usufruct- clause: will each provide to Ipquša their father 2 **gur** 2 **pi** of barley, 3 **mina** of wool, and 3 **sila** of oil, paid annually.
- Other: On the day of the adoption, Ea-tayyar repaid the 4-**gur** grain debt of Ipquša his father.

## 6.5 SIPPAR: IRREGULAR NATURAL ELEMENTS' TERMS IN DIVISION AGREEMENTS

### 6.5.1 Introduction

In Sippar, there are three natural elements clauses, which are as follows: Nat 4 the heart is satisfied clause, Nat 10 trustee clause, and Nat 11 usufruct clause. The heart is satisfied clause occurs in Sippar as well as in Tell Harmal.<sup>251</sup> The trustee- and usufruct clauses are irregular clauses.

### 6.5.2 Heart is satisfied - clause (Nat 4)

The hearts satisfied clause consists of the term *li-ba-šu-nu-ú ṭà-ab* which translates that their

<sup>251</sup> Ellis (1974) translates and discusses four division agreements from Tell Harmal. The texts are not part of the scope of this thesis. For instance the kings under whose reigns the agreements are concluded are different, and the researcher decided not to include Ešnunna as part of this comparison study. However, the phenomenon of the term, the "hearts are satisfied" which occurs in both the Sippar and Tell Harmal texts, could be explored in a further study.

hearts are satisfied.

In Sippar examples of these texts are:

- S5 Lines 6: *zi-zu gam-ru li-ba-šu-nu ta-ab ú-ul i-tu-ru-ú-ma* - they have divided, they have gone through with it, and their hearts are satisfied.
- In S7 Tablet (BM 92658) = CT 6 42b Line 8: *zi-za ga-am-ra iš-tu pí-e* - the division is finished and their hearts are satisfied.
- S8 Line 7: *li-ba-šu tú-ub* - their hearts are satisfied.

This constitutes an example of legal symbolism and expression; Westbrook (1991) refers critically to Muffs' (1969:30-83, 140-141) and Yaron's (1970:408-416) statements of the meaning of this expression and advanced a number of interpretations.

Muffs (1969) considers the expression as a receipt, as well as a quitclaim whereby the parties concern have decided and committed to a particular course of action. It seems that this expression is found in a sale (30-35), a named settlement of litigation (including a division of inheritance to form part of this group) (51-56) and a receipt of a bride price (63-77).<sup>252</sup>

Yaron (1970:409) theorises that the expression is used in an agreement between parties to confirm the existence of an obligation and the acknowledgment that no future claims will be in the future raised against one another.

Westbrook (1991:219) advises the expression *prima facie* as "utterly superfluous". He continues by explaining his remark that the expression: "...is unnecessary both as a receipt (since it frequently follows an express statement that the receiver has been paid) and as a quitclaim (since it frequently precedes an express statement that no claims may be made)".

Westbrook (1991:220) points out that Muffs considers it as full and final settlement – hence no further claim may be instituted against the other party.

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<sup>252</sup> Cf Greenfield's (1976:214-215) review of Muffs' (1969) contribution.

Westbrook (1991:220) also refers to another text document wherein this expression has been found, namely a named “simple receipt”, BAP 27: “A has received from his brothers B and C 10 shekels of silver that were assigned to him in his inheritance-share document. His heart is satisfied. He will not contest it again. [Oath, witnesses]” (Westbrook 1991:220).

Another example of a family deceased division agreement is found in BAP 101 which Westbrook summarized as follows:

(1-4)[Dimensions and location of property], (5-8) the inheritance share of A that he divided with B and C, (8-12) it is completely divided; his inheritance share is complete; his heart is satisfied; he shall not raise claims (13-16) [Oath,etc] (Westbrook 1991:220 fn. 9).

Westbrook’s interpretation is that “...the only right relinquished, is that which forms the subject of the no-contest clause. i.e., not to challenge receipt of the money due in the inheritance tablet”. However, this analysis is only viable, according to Westbrook (1991:220), if Muffs’ analysis is used.

Westbrook (1991:221) mentions Yarons’s interpretations as imparting a “simpler, universal meaning”. The expression constitutes a receipt. To Westbrook it seems that Yaron’s statement denies that the different phrases found in different legal documents perform various functions and he criticises that such a position is “not doable”.

The phrase “had a simple, but distinct and very important purpose” (Westbrook 1991:222). The expression is one of “emotional satisfaction” and is “purely empirical”. It is regarded as a “conclusive evidence clause” (Westbrook 1991:223). The person declaring that his/her heart is satisfied, asserts his or her satisfaction “not with the calculations concerning division of property or measurement of land, but with an oath taken as to those calculations – is barred from subsequently questioning their accuracy” (Westbrook 1991:223). With respect to an example regarding division of property in AP14 which Westbrook provides, lines 4-7 run as follows:

(4-7) ...Then an oath was imposed upon you and you swore to me concerning them (i.e., the property) by the goddess Sati, and my heart was satisfied with that oath that you took for me concerning those goods of yours; and I hereby remove myself from you from this day forever. I will

not be able to sue you.... (Westbrook 1991:222 fn. 22).

In this regard, see also LH paragraph 178 regarding an unmarried priestess and her brothers' agreement, that she must relinquish her inheritance share to her brothers, who *quid pro quo* gave her an income in the form of grain, oil and wool. Westbrook explains the paragraph as follows: "they shall give her grain, oil and wool like the value of her inheritance-share and satisfy her heart" and contends further that if they do not fulfil this to satisfy her heart, she has the option of giving her property to a farmer, or receiving the full income. In this phrase the onus is on the brothers to prove that the grain, wool and oil were given to their sister; therefore the onus is not on her to prove that the portions received were not a *quid pro quo* as regards her inheritance share given to her brothers (Westbrook 1991:224).

### 6.5.3 Trust - clause (Nat 10)

In Sippar family deceased division agreements, S5, S19 and S25 in part C a trust clause was incorporated as part of the terms of the agreement.

For instance in text S25, Schorr (1913:269-270) expresses the opinion that the text is a recorded division agreement concerning the deceased estate of Awîl-Adad between Warad-Sin, Sin-idinnam, Ilî-bani and their nephew, Ina-Êulmaš-zêr, son of their late brother Ilî-bani, during the reign of King Ammi-saduga (Schorr 1913:269-271).<sup>253</sup> Ina-Êulmaš-zêr their nephew receives by a division agreement, a house property. It appears that the fruits accrued from the house property belong to all the beneficiaries together, which they administer together as a kind of fief, or a trust construction. The trustees have fiduciary obligations to manage and oversee the trust property to the advantage of the beneficiaries' enjoyment thereof. One can deduce that the brothers, as "trustees" over their nephew's house goods, bear the fiduciary obligation to manage the property to the advantage of the nephew. The oldest beneficiary has taken, in the presence of his co-beneficiaries, the ceremony oath with the emblem of the Ellil.

The text reads as follows:

3<sup>1</sup>/<sub>2</sub> Sar Ki. Gál property, belonging to 10 Sar Ki Gál property in Sippar-

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<sup>253</sup> Sippar text, S25 is from Schorr (1913:269-271). The text is transcribed and translated by Schorr (in German) with the researcher's translation in English.



Amnâ-num which was bought by Sin-nadin-šumi, next to the house of the Bittetum the **sal-me** priestess of Šamaš, the sister of his father, and next the house of the Sin-idinnam [...] of which it is a front side of the main square, second front side the undeveloped land of the ministry officials is [...] is the inheritance share of Ina-Êulmaš-zêr, son of the Ilî-bani, the son of her brother whom he has received (in the division) with Warad-Sin and Sin-idinnam, the children of Awîl-Adad, the brothers of his father, as an inheritance share. They have divided, they are ready. Their heart is satisfied. The devices of the father's house which (yet) emerge belong to them together. The fief of the father's house they will administer together. After concerning all acquired ownership of Awîl-Adad, their father, Warad-Sin, compared with Sin-idinnam [and Ina-Êulmaš-zêr], the children of the Awîl-Adad the emblem of the Ellil, in the sanctum of the god, and have cleaned themselves, they have sworn that they will not in the future claim against another, by Šamaš, Marduk and King Ammî-saduga. In the year in which King Ammi-saduga built at the mouth of the Euphrates the great wall (Schorr 1913:269-271).

#### 6.5.4 Usufruct - clause (Nat 11)

A usufruct is a legal institution and term deriving from Roman law and is used today in some western legal systems. It derives from the Latin word *usufructus*, meaning “using the fruit” of land.<sup>254</sup> For purposes of this thesis, it means the right to enjoy the use of another’s property for a specific time-period, even extending up to a lifetime, as long as the said property is maintained in reasonable order.<sup>255</sup>

In a usufruct clause, there are no specific terms and the context of the text is important to arrive at an interpretation of a usufruct-construction.

LH, paragraph 178:83 is a lengthy one, explaining the position of a certain priestess regarding her dowry, what she may do with the estate, and an outline of provisions made to her by her brothers, on the death of her father, regarding food, oil and clothing allowances. If the brothers do not comply she can rent the property to any tenant she pleases, who must then provide her with the income from the property. Implicitly she will enjoy the use of the field and orchard, but she is not allowed to sell or alienate it, for the inheritance belongs to her brothers. In Roman law and contemporary law, this is almost the same as a usufruct-construction, where the brothers are the dominium owners of the property and the sister the usufructuary. The sister enjoys the use and income of the fields and orchards; however, she

<sup>254</sup> Cf. Chapter 5, under the heading “usufruct”.

<sup>255</sup> Cf. Kaser (1984:148-152).

cannot alienate the property and her brothers must comply in giving her the income (read together with LH paragraphs 180-183 regarding the priestess's privileged position as regards the inheritance in relationship with the rest of her family, especially her brothers).<sup>256</sup>

In the Sippar, this clause occurs in the following three texts:

- In S5 an exchange took place. It seems from the context in the text that the sister, a *kulmašītu* priestess, receives the house as a usufruct, and one brother as per agreement becomes the bare dominium owner.
- In another Sippar text, S17, it seems a usufruct clause was implemented by the contractual parties, the brothers and a priestess sister, regarding their predeceased parents' estate assets. It seems from the context of the text that Awât-Aja, **sal-me** priestess of Šamaš, had a usufruct regarding certain assets from her mother; after her mother, and thereafter their sister's death, the three brothers would receive full ownership. The researcher opines that the three brothers and sister concluded a division agreement, only in regards to the division of Mâr-iršitim, one brother's awarded divided assets. The usual terms that they have shared are listed, and the contractual parties agree that the division (regarding Mâr-iršitim's division) is complete - from the straw up to the gold, and that no one will complain against the other. Then an additional agreement was recorded regarding the awarded divided assets of their sister, Awât-Aja, **sal-me** priestess of Šamaš, and the inheritance of Bêliznu, their mother.
- Text S19. The text is a recorded division agreement between three brothers Lipit-Ištar, Ibi-Sin, Sin-mâgir, and their sister, Lamâzî, and also the children of a (probably deceased) brother Ilušu-ibišu, namely Sin-idinnam and Rîš-Šamaš. Schorr (1913:258) interpreted lines 14-15 to signify that the sister's inheritance, due to her status and occupation as a priestess, remains the property of the brothers, and at the time of her death becomes the common property of the brothers or their successors. Practically it seems that the awarded asset of inheritance of the sister, serves to her advantage as a lifelong usufruct. See in this regard the translation: "Also the inheritance of Lamâzî, which belongs to her as **sal-me** priestess of Šamaš, their sister, to them together"; with the text: *ù ap-lu-ut la-ma-zi sal-me*

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<sup>256</sup> Cf. Kaser (1984:148-152).

*ilušamaš a-ḫa-ti-šu-nu ša bi-ri-šu-nu.*

## 6.6 CONCLUSIONS

This evidence of contractual terms appears to indicate that each term conveys a specific meaning for the parties. The recorded contract is unfortunately only a snapshot of facts and legal practices, related to a few individuals in a given time and place, reflecting the manner and terms of a specific agreement, which they consensually agree to. The term's context may direct the reader to its possible meaning; however, the context should be kept in mind to establish firstly, the type of agreement and, secondly, what and how the contractual parties devise the provisions of the contract, considering each provision on its own and thereafter reading all the provisions as a whole text.

In this chapter, the different terms were discussed and categorised within the context of an analysis-model. In consideration of the discussion, a tablet outline format (*infra*) illustrates the conclusion remarks of each term within its type of element-category, which include the essential terms and regular natural terms. Lastly, some remarks on the irregular natural elements-terms are given.

The table (*infra*) indicates the important terms of the essential elements, as inscribed by the scribes on clay tablets.

**Table 6 Outline of essential elements of all division agreements**

Essential elements in all three city-states				
Mutually agree	ba	še-ga-ne-ne-ta	zâzu	used together with geš-šub-ba-ta (casting of lots), ibila (beneficiaries)
	divide or to share (allot)	to agree, be in agreement	to divide	
Inheritance share	ḫa-la	ziti		
	inheritance share of	share		
Beneficiary share	ibila			
	beneficiary			

One essential element of a division agreement held that the contractually parties mutually agreed to all the terms of the agreement. Certain terms are used which prove that consensus was reached. The Sumerian term **ba** is reflected in the division of an estate wherein the beneficiaries agree to the division, i.e. to divide or to share. Other Sumerian terms usually used together are Sumerian terms **še-ga-ne-ne-ta** (by mutual agreement), <sup>giš</sup>**šub-ba-ta** (casting of lots), **in-ba-eš** (divide up) and **ibila** (heirs/beneficiaries) which are present.

In the PSD,<sup>257</sup> the root word **ba** means, “allot”. The Akkadian equivalent is *qiāšu*; *zâzu*; and other Akkadian terms: *qiāšu* “to give, present” and *zâzu* “to divide”. In the PSD<sup>258</sup> the root word **šeg** means agree. The written **še** denotes “to agree, be in agreement; to obey”. A problem with the categorisation of agreements can occur with the term **še-ga-ne-ne-ta**, which also occurs in *quasi*-adoption agreements with an adoption and division clause.

In a few texts when the beneficiaries or heirs divide the estate, the main terms **še-ga-ne-ne-ta** (by mutual agreement), <sup>giš</sup>**šub-ba-ta** (casting of lots), **in-ba-eš** (divide up) and **ibila** (heirs/beneficiaries) are all present in one text. In a few texts, the terms **še-ga-ne-ne-ta** and **geš-šub-ba-[ta in-ba]-eš** both occur together, in one line of the text.

The Akkadian term *zīsu* (*zēzu*) is an adjective that means undivided (held in joint ownership), also *ziztu* or *zâzu* which translates as “divided the shares” (Oppenheim 1961:CAD Z, 149). Black, George & Postgate (1999:446) refer to *zâzu(m)* which denotes to divide, get a share, also used in the text-cases of property and estate. Alternatively, the term means: “distribute or become separate, distributed or divided”.

Another important term in division agreements is the inheritance share clause, which denotes two terms: the Sumerian **ha-la** and Akkadian term *zitti*. In the PSD<sup>259</sup> the root word **hal** means divide. The written terms are **hal-ha**; **ha-la**; **hal**.

Black, George & Postgate (1999:449) refer to *ziti* as *zittu(m)* or *zīzātu(m)*; also *zinātu* which means share (Sumerian equivalent **ha-la**, **ha-la-ba** or **ha-lá**). This denotes the portion of the estate, other assets, the division and the total to be divided.

<sup>257</sup> The Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.html>. Cited 5 February 2012.

<sup>258</sup> The Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.html>. Cited 5 February 2012.

<sup>259</sup> Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.html>. Cited 5 February 2012.

In some of the division agreements in all three of the city-states, the beneficiary clause is found, namely **ibila**. In this thesis and discussions regarding inheritances, the option was either to refer to “beneficiaries” or to “heirs”. Both convey, for the purposes of this study, the same meaning; hence, the word “beneficiary” is used in this thesis. The word “heirs” derives from early Roman law.

The **ibila**, when translated as heirs/beneficiaries, are not necessarily only the sons of the deceased father, excluding the daughters. In some texts, daughters may inherit, and some inheritances were subject to the preference rule, with respect to the eldest son. Thus, with varying time-periods and places, as well as family, social and economic circumstances, different rules of succession may apply regarding the continuation of the paternal estate, or the transfer of the family estate property to adoptees, daughters and sons in different juridical relationships.

See the table outline (*infra*) regarding the natural terms in division agreements, which denote the legal practices in all three the city-states.

**Table 7 Outline of the natural elements of all the division agreements**

Natural elements in all three city-states: regular occurrence in all three city-states		
<b>Bringing in</b> (Nat 2):	<b>búr</b> -clause	
	give in balance to X	
<b>Division by lots</b> (Nat 3)	<sup>giš</sup> <b>sub-ba-ta</b>	<i>isqu</i>
	casting of lots	casting of lots
<b>“as much as there is” clause</b> (Nat 5)	<i>gamāru</i>	<i>ištu hurāšum</i>
	completeness, all of the assets	from straw up to gold
<b>No claim clause</b> (Nat 6)	<b>inim nu-um-gá-gá-a</b>	<b>šeš-a-ne-ne ba-ani-ib-ge<sub>4</sub>-ge<sub>4</sub>-ne</b>
	shall not raise any claims (speak a word)	brother against brother will not claim against one another
<b>Oath clause</b> (Nat 7)	<b>pàd</b>	
	to name (in the name of X)	

<b>Preference portion</b> (Nat 8)	<sup>gis</sup> <b>banšur</b> and/or <b>zag-gú-lá</b> and/or <b>sīb-ta</b> are reading together with <b>mu-nam-šeš-gal-šè</b>
	(ceremonial) table, a cultic table: privilege/firstborn-share; eldest brother
<b>Equal shares</b> (Nat 9)	<i>mi-it-ha-ri-iš</i>
	enumerated to the same extent or degree
<b>Witnesses clause</b> (Nat 12):	<b>igi</b>
	face, in front of

“Bringing in” (Nat 2): In the division texts, the **búr** clause was used, and states that one contractual party will pay equally to his brother/s. This term is reflected mainly in the Nippur texts N1-6, 8 & 9; the term variant usually contained in the text is: **šeš-a-ne-ne-ra in-na-an-búr** - “he paid in balance to his brothers”.

Division by lots (Nat 3): is denoted by two different terms, namely the Sumerian term <sup>gis</sup>**sub-ba-ta**, which mostly also collocates with the terms **še-ga-ne-ne-ta** (in mutual agreement) and **in-ba-eš** (to divide). The term **ĝeš-šub** translated as “lot, share”. The Akkadian variant *isqu* translates as “lot; share”. This occurs mainly in Nippur and one text in Sippar. In two other Larsa texts, the other derivative in Akkadian is used, namely *isqu*.

The clause “as much as there is” (Nat 5), contains different terms, all of which indicate that there is a finality and completeness regarding all of the assets involved, with small discrepancies in variants and meanings.

*Gamāru*, signifying completeness and finality, encompasses all of the assets involved and if read together with the usual clause, they agree to divide *ištu ħurāšum*, also denoting the same concept *ištu ħurāšum*. The term translates as “from straw (chaff) to gold”.

No claim clause (Nat 6) the variant: **inim nu-um-gá-gá-a** (shall not raise any claim); another variant: **šeš-a-ne-ne ba-ani-ib-ge<sub>4</sub>-ge<sub>4</sub>-ne** (his brothers shall not raise claims against him).

Oath clause (Nat 7) in the PSD,<sup>260</sup> the Sumerian word **pad** translates as “find” and is used in

<sup>260</sup> Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.html>. Cited 5

the texts in different periods. It is also written as **pàd**, which also translates as “to find, discover; to name, nominate”. The Akkadian variants are *atû* “to find; discover”; *nabû* “to name”. Different kings and gods are named in the oaths, especially in the Larsa and Nippur deceased division agreements, but sometimes omitted in the Nippur texts (in Sippar, even the city itself). The role of the gods and their influence as an aid in enforcing contracts may reflect to an extent the purpose of an oath, and the overall meaning of the supernatural role in inheritance legal traditions and the said agreements.

Preference portion (Nat 8) or privileged portion or right of primogeniture (first born-share) denotes the situation where the eldest son receives an extra portion or percentage of the estate assets, before the division of the deceased paternal estate takes place. The use of the terms <sup>gis</sup>**banšur** and/or **zag-gú-lá** and/or **sīb-ta** are read together with **mu-nam-šeš-gal-še**.

Equal shares *mi-it-ha-ri-iš* (Nat 9): In Reiner (1977: CAD M 2, 132), under *mithāriš* as an adverb, the term is defined. It is explained as follows under heading 1: each one of two or more persons, objects etcetera, enumerated to the same extent or degree.

Witnesses clause (Nat 12): in the PSD<sup>261</sup> the root word **igi** means face or in front of. The terms are written as **igi; i-bí; igi; i-gi**. The Akkadian variant *mahrûm* refers to “first, former, earlier” and *qudmu* to “front (side)”.

In addition, in the different city-states, there were certain exclusive legal practices reflected in terms only used in such a city-state.

One irregular natural element term is an adoption clause, which occurs only in one Nippur text. This is an anomaly in a family deceased division agreement. It normally occurs in a division agreement while the estate owner is still alive; the owner together with the children and adopted child agree to the division of the agreement, normally subject to a usufruct or trustee clause. In the Nippur text N4, an adoption/support clause is part of a family deceased division agreement containing the term. The basic meaning of Sumerian **ba-da-an-ri** is “to adopt”.

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February 2012.

<sup>261</sup> Pennsylvania Sumerian Dictionary. <http://psd.museum.upenn.edu/epsd/nepsd-frame.html>. Cited 5 February 2012

In Sippar there are three irregular natural elements clauses: namely, Nat 4 the “heart is satisfied” clause, Nat 10 trustee clause and Nat 11 usufruct clause.

The “heart satisfied” clause consists of the term *li-ba-šu-nu-ú tà-ab* which translates that their hearts are satisfied.

In a Sippar family deceased division agreement, S5, S19 and S25 in Part C, a trust clause was incorporated as part of the terms of the agreement. One can deduce that the brothers, as “trustees” over their nephew’s house goods, bear the fiduciary obligation to manage the property to the advantage of the nephew.

In Sippar text S5, S17 and S19, the contractual parties implemented a usufruct clause. The contractual parties were brothers and a priestess sister, with regard to their predeceased parent/s’ estate assets. With a usufruct, brothers are the dominium owners of the property, and the sister is the usufructuary. The sister enjoys the use and income of the fields and orchards; however, she cannot alienate the property and her brothers must comply in giving her the income.

Each term’s meaning, in context of the text, laid bare the responsibility of the scribe. The scribe took due care in his or her articulation of the agreed-upon terms and responsibilities of the contractual parties, unto a clay tablet. For this, the scribe would carefully choose his/her words under the influence of his/her scribal school tradition. Keeping in mind that this kind of agreement, as shown with the different legal practices such as a trust, usufruct, preferential share and “bringing in”, can have lifelong consequences for the contractual parties concerned, regarding their rights and obligations towards one another, and other parties as per the agreed terms of the agreement.





## **PART B**

### **CONTENT ANALYSIS AND COMPARISON STUDY**

#### **CHAPTER SEVEN**

##### **CONTENT ANALYSIS AND TYPOLOGICAL COMPARISON OF ELEMENTS IN FAMILY DECEASED DIVISION AGREEMENTS IN EACH OF THE CITY-STATES: LARSA, NIPPUR AND SIPPUR**

*“The more incidental a value judgment of law in question is to the purpose of the source, the less it is likely to be biased in its report”*

*(Westbrook 2003:6).*

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Forty-six family deceased division agreements are identified and chosen from Old Babylonian Larsa, Sippar and Nippur. These agreements are compared in a jurisprudential content analysis, named the analysis-model. Each family deceased division agreement is systematically categorised, outlined and studied within a framework of prerequisite essential elements, together with two other categories of elements, namely natural and incidental elements. The differences and similarities of the agreements studied in this framework of categories and sub-categories in a city-state are then compared with each other in only the given city-state. This methodology is an attempt to simplify the analysis of the different components and details of the agreement and to provide a reflection on the law practices and scribal traditions in the family deceased division agreements of Old Babylonian Larsa, Sippar and Nippur.

#### **7.1 INTRODUCTION**

Each Old Babylonian city-state, namely Larsa, Nippur and Sippar, is individually analysed in terms of an analysis-model as discussed in Chapter 5. Firstly, with the aid of a content analysis, it is determined if the chosen text constitutes a family deceased division agreement.<sup>262</sup> Then the details of the agreement, regarding the categories of natural and

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<sup>262</sup> The scope of this thesis does not allow the detailed outline of the backgrounds. However, a detailed study of one city-state at a time, in relation to its division agreements and other legal agreements, will in a further

incidental elements, are studied and compared within the specific category and city-state to reflect some of the important law practices and scribal traditions. This content analysis and comparison chapter is congruent with the reference chapters in Part C.<sup>263</sup> As reflected in the methodology chapter, the different categories of elements and their sub-categories each have a number, in order to assess the texts and their details in Part C more easily.<sup>264</sup>

## 7.2 LARSA (TELL SIFR): COMPARISON OF TERMS IN DIVISION AGREEMENTS

### 7.2.1 Introduction

Larsa<sup>265</sup> (Sumerian logogram: UD-UNUG<sup>KI</sup>, read Larsam<sup>KI</sup> UD-AB. Also **arar**, **ararama**, **ararma**, **larsa**, **larsam**) was an important city of ancient Sumer, the centre of the cult of the sungod Utu. **Larag**, as stated by the Sumerian king list, (“Larag” LA-RA-AK<sup>KI</sup>) was one of the five cities to “exercise kingship” in the legendary antediluvian era.<sup>266</sup>

Some notes on Larsa’s archaeological-, residential and geographical-, as well as institutional backgrounds are given. Following with a content analysis and comparison study of the different elements-categories.

### 7.2.2 Archaeological background

Larsa was an ancient site covered by the ruins of Senkara, in the southern part of the land, first known as Sumer and later as Babylonia. Important information about this ancient site was derived from the named “*Loftus’ Travels and Researches in Chaldaea and Susiana (1857)*” of which the tablets are kept in the British Museum. Several illicit diggings occurred

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study give good insight in archaeological, residence, geographical and institutional backgrounds.

<sup>263</sup> In Part C, each city-state’s family deceased division agreements is referred to with a specific number, namely “L” stands for Larsa, “N” for Nippur and “S” refers to Sippar.

<sup>264</sup> Part C consists of the following divisions, namely source, family outline, outline of estate assets (in some instances), translations with their transcriptions, followed by a table format outline of the prerequisite essential, as well as natural- and incidental elements of each division agreement in a certain city-state.

<sup>265</sup> The root is **larsa(m)**; that is, like the city **uri(m)**, it ends in a final “m” which appears only if it is followed by a grammatical particle beginning with a vowel. The etymology of the word is still unknown, but even in the oldest Sumerian texts it is treated as a Sumerian word. This, however, is no proof of its Sumerian origin. The equation of the form **zararma** with **larsa(imn)** in the syllabaries does not prove that the former is Sumerian, while the latter is Akkadian; there is some probability that both forms represent variant dialectal pronunciations of the same word. As for the final - **m a** of the writing **zararma**, this “long” writing, involving the addition of a seemingly unjustified vowel to the root, is not uncharacteristic of syllabary material; the latter are for fish, oil, and especially tax payments in silver (Kramer 1943:133).

<sup>266</sup> See PSD and Black *et al* (2006); ETCSL; The Sumerian King List.

at the site and vast numbers of cuneiform tablets which consist mainly of contracts and letters are now located in the Louvre and Yale University. Contract documents kept at the Louvre have been studied and published by the French scholar, Charles F. Jean; but the Yale Babylonian collection, which “covers a wide range of activities and extends over most of the period of the Larsa dynasty, that synchronizes with the First Dynasty of Babylon”, has remained largely unpublished. Faust studied one hundred and seventy-six selected contract tablets. All except three, were from the reign of Rīm-Sîn. Rīm-Sîn is considered to have been the last independent ruler of Larsa, until the King Ḫammu-rāpi of Babylon usurped his kingdom (Kramer 1943:133).

William Loftus first excavated the site of Tell es-Senkereh, then known as Senkara, in 1850 in less than a month. Loftus is remembered for his pioneer excavations at Susa and Warka, and one of his “remarkable single discoveries were made in April, 1854 at Tell Sifr in Iraq” (Moorey 1971:61). Moorey (1971:61) opines that Tell Sifr, is a mound visible among other large mounds from Senkara across the ancient canal, Shatt al Kara. Before its discovery by scholars, it had “already been honey-combed by a notorious group of clandestine excavators searching for gold in Parthian graves”. It was after them that the site was named “Sifr”, “after the numerous copper objects they discovered there, much no doubt to their chagrin” (Moorey 1971:61).

In the early years of archaeology, the focus was on obtaining museum specimens rather than scientific data. Loftus recovered some building bricks of Nebuchadnezzar II of the Neo-Babylonian Empire, which enabled the site’s identification as the ancient city of Larsa. Much of the effort exerted by Loftus was focused on the temple of Šamaš, rebuilt by Nebuchadnezzar II. Inscriptions of Burna-Buriash II of the Kassite dynasty of Babylon, and Ḫammu-rāpi of the First Babylonian Dynasty were also found.<sup>267</sup> Walter Andrae briefly worked at Larsa in 1903. Edgar James Banks inspected the site in 1905. He found the site prone to widespread looting by the local population.<sup>268</sup>

The first scientific excavation of Tell es-Senkereh occurred in 1933, with the work of Andre Parrot. Parrot worked at the location again in 1967. In 1969 and 1970, Jean-Claude

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<sup>267</sup> See William Loftus (1857) regarding his Travels and researches in Chaldæa and Susiana; with an account of excavations at Warka, the Erech of Nimrod, and Shúsh, Shushan the Palace of Esther, in 1849-52.

<sup>268</sup> Cf. Banks (1905:389-392).

Margueron excavated Larsa. Between 1976 and 1991, an expedition of the “*Délégation Archéologique Française et Irak*”, led by Huot, excavated Tell es-Senkereh for thirteen seasons. The brief excavations conducted in Larsa in 1933 by André Parrot revealed a ziggurat, a temple to the sun god, and a palace of Nur-Adad (ca. 1865- 1850 BCE), as well as many tombs and other remains of the Neo-Babylonian and Seleucid periods.<sup>269</sup>

### 7.2.3 Residence and geographical background

Old Babylonian Larsa grew powerful, but it never accumulated a large territory area. Evidence from a French survey indicated that Larsa was one of the important cities in south Mesopotamia, and consisted of an area of about 190 hectares at the beginning of King Ḫammu-rāpi's reign (Crawford 2007:82). The city of Larsa as many other city-states were walled, and the city had five gates. As with other Old Babylonian city-states, relations between town and the countryside were close. Many inhabitants worked at the outskirts of their settlements (Crawford 2007:82). There were cultivated gardens, orchards and plantations. The roads unite religious and administrative areas, including the main temple of Ebabbar and a ziggurat (Crawford 2007:83).

In the early Babylonian period, Larsa's power grew steadily, although it continued to wage a power struggle with Isin. Both tried in vain to gain control over Nippur (Knapp 1988:138). At its peak, under King Rīm-Šin I, Larsa together with Ešnunna and Babylon developed as three powerful Amorite states. Like the other two states, Larsa had ten to fifteen kings in alliance with it, as revealed by a letter written to Zimri-Lim of Mari (Knapp 1988:145, 148-149). During the reigns of Warad-Šin and Rīm-Šin, the kingdom of Larsa was large, although temporarily, and even include the region of Nippur as far as east of the Tigris river (Leemans 1954:1).

After the defeat of Rīm-Šin I by Ḫammu-rāpi of Babylon, Larsa became a minor site.<sup>270</sup> Later in the ancient Babylonian period, in King Samsu-iluna's 10<sup>th</sup> regal year, Larsa was largely deserted (Oppenheim 1964:407-408).<sup>271</sup>

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<sup>269</sup> Cf. Parrot (1933) in his “*Villes enfouies*”. Also Parrot's (1935) “*Trois campagnes de fouilles en Mésopotamie*” and “*Les fouilles de Larsa, Syria*” (1968).

<sup>270</sup> Texts L1, L2, L3 and L4 are from the Rīm-Šin I period, text L5 from the Rīm-Šin II period, and L6 & L7 from the Ḫammu-rāpi period.

<sup>271</sup> Two texts L8 and L9 are from the Samsu-iluna period.

## 7.2.4 Institutional background (religion)

The god Šamaš (Sumerian name is Utu) was the primary god (Andersson 2008:13) in Larsa. In the letter from King Sîn-iddinam to the god Utu, the distress of Larsa and the importance of the role of the god for the city, were clearly noted.<sup>272</sup>

In Old Babylonian Larsa during the reign of king Warad-Šin, the temple played an integral role in the economy. The temple personnel supervised the economic distributions, its assets and preparation of offerings. However, later the influence and power of the temple diminished and the citizens were more responsible for the flow of income to the temple. This had an influence on the temple offices to such an extent, that even in the division agreements, some provisions were made for the occupation of temple offices for certain short periods and these offices could be leased and sold (Goddeeris 2007:201).

Some of the limited records available, are the Old Babylonian archive of Shep-Sîn during the period of Ḫammu-rāpi (Goddeeris 2007:202,206-207). With the study of this archive, there seems to be a period in which individuals, in their economic activities and dealings, had some kind of “franchise”. Those were to the advantage of the temple, for they diminished personal management costs, by carrying the economic risks in their position as entrepreneurs. These entrepreneurs have different names, and one was for instance named the ‘overseer of merchants’ (Goddeeris 2007:206).

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<sup>272</sup> The text (translation by Black *et al* [2006], ETCSL the Temple Hymns) reads as follows: Lines 1-5: Say to Utu my lord, the exalted judge of heaven and earth, who cares for the Land, who renders verdicts; just god, who loves to keep man alive, who heeds entreaty, who extends mercy, who knows ... compassion, who loves justice, who selects honesty, ...: Lines 9-11 ... just god, prince who determines all the fates, my lord, father of the black-headed: this is what Sîn-iddinam, king of Larsa, your servant, says: Lines 12-20 Distress has been caused in your city Larsa, which you have chosen in your heart. The broad squares where days have been passed in merriment have been reduced to (1 ms. has instead: are left (?) in) silence. Your commendable troops who were assembled have been annihilated (?) like reeds from a reed fence splitting apart. Your young men have been harvested like barley at the due time; they have been picked and have been plucked like ripened fruit (?). The people have been smashed like terracotta figurines; they (?) have perished all together. An evil storm took away the little ones from the laps (?) of their mothers. The people ...; their appearance has been (?) changed. Overwhelming troops have been set loose, ... the Land ... like flour. O youthful Utu, like an enemy you stand aside from your city Larsa. Lines 34-44 O youthful Utu, for that reason look favourably upon your city Larsa! Say "Alas!" for your city! Say "Alas for the sanctuary!" ...Extend sympathetic compassion to Larsa! Take heed of the causes of distress, and make ... leave ... Larsa! Remove ... and distress from its midst (?) (1 ms. has instead: within Larsa)! ... the frightful (?) ... in Larsa, so that ... may escape the clutches of death. ... may its seed be great! May ... sing your praises! (Electronic Text Corpus of Sumerian Literature. <http://etcsl.orinst.ox.ac.uk/section3/tr3205.htm>). Cited: 23 January 2012).

## 7.2.5 Essential elements

### 7.2.5.1 Introduction

The essential elements, or basic requirements, must be present for an agreement to be categorised as a division agreement.<sup>273</sup>

### 7.2.5.2 Family connection of contractual parties/co-owners

The ten family deceased division agreements, were each an agreement between family members. In most of the Larsa texts, the brothers were the contractual parties, and only in a few texts other family members, of whom the majority are sisters, were included as contractual parties to the particular agreement/contract. The family connection outline is thus:

- In L1, a family connection exists between a sister and two brothers where they agreed to a recorded division of the paternal estate.<sup>274</sup>
- In L2, a family connection of the contractual parties occurred and reflected a division of the father's deceased estate between his sons.<sup>275</sup>
- In L3, there is an indication of a family connection between the contractual parties who were brothers, and an interpretation of the text shows that it was a parental estate of either the mother or the father.<sup>276</sup>
- In L4, a family connection existed between four brothers.<sup>277</sup>
- In L5, the contractual parties seem to be brothers, due to the terms: brother against brother will not raise a word against another.<sup>278</sup>

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<sup>273</sup> See table 21 in the conclusions-section of this chapter to understand the logical flow of the essential elements of Larsa.

<sup>274</sup> Children: Migrat-<sup>d</sup>Sîn, Ubar-<sup>d</sup>Sîn and Ì-lí-sukkal. Connection implied in no-claim section: see Part C.

<sup>275</sup> The brothers are named Bêlessunu and Hiššâtum. Connection implied in text - see Part C.

<sup>276</sup> The brothers are referred to as Sîn-imgur and Sasiya. Referred to as children of X (**dumu-meš**)

<sup>277</sup> The four brothers are named Šamaš-māgir, Apīl-Sîn, Apil-ilišu and Lipit-Ištar. Leemans (1954:37) refers to the one brother Šamaš-māgir as the eldest; however, there is no indication in the text to substantiate his viewpoint. See discussion *infra* under heading “natural elements”. See connection implied in no-claim section and “as much as there is”-section: Part C.

<sup>278</sup> See this line implied in text: **u<sub>4</sub>-kúr-še šeš šeš-ra inim-ma nu-gá-gá**. The four brothers are named

- In L6, a family connection existed between five brothers as contractual parties to the division of the paternal estate.<sup>279</sup>
- In L7 and in text L8 the contractual parties of the agreement, which was concluded in two parts, were between family members and in this text, it was a division agreement of the paternal estate between a sister and her two brothers.<sup>280</sup>
- In text L8, the children of text L7, again concluded a division agreement where some of their children received the awarded divided assets in the previous king's year (reign of King Samsu-iluna's 4th regal year).<sup>281</sup>
- Text L9 is a division agreement of an unknown paternal or maternal estate between three family members regarding one family member's<sup>282</sup> awarded divided assets.<sup>283</sup>
- In L10, a family connection exists between two brothers by the birth order of the eldest and youngest brother.<sup>284</sup>

#### 7.2.5.3 Estate owner/ Benefactor: father / mother /other kinship relationship

In L1, L2, L3 and L4<sup>285</sup> as well as in L5, L6, L9 and L10 the father's estate was divided; however his name is not mentioned.

In text L7, although it is mentioned in the text that the father's estate was divided, his name was not mentioned. Therefore, the estate owners could have been the father and/or the mother. The same instance applies to L8, where it seems that the brothers were predeceased, because

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Buzazum, Iâ and Ludlul-Sîn and Abî-tâbum.

<sup>279</sup> The five brothers are named Idin-Šamaš, Irîbam-Sîn, Ibîi-Ilabrat, Ilî-nâšir and Mâr-Iršitim. See connection implied in no-claim section of text: Part C.

<sup>280</sup> The contractual parties are Minani, Ubar-Sîn and Ilî-sukkallum regarding the awarded divided assets of all three children. See connection implied in "as much as there is"- section of the text in Part C.

<sup>281</sup> This is a recorded division agreement between Ilî-sukkallum's sons Awîl-ilî and Šilli-Eštar, Minanum (child of Migrat-Sîn) and Ubar-Sîn's sons Idin-Šamaš and his brothers. The division agreement of the estates is possibly between the sister Migrat-Sîn and her nephews. Reference to connection in text in the inheritance portion-section of the text. See the term: **dumu-meš** (children of X).

<sup>282</sup> Lipit-Ea.

<sup>283</sup> The family connection is through the term *aḫ-ḫi-šu* (line 22) also meaning nephews and cousins (Andersson 2008:15 fn. 44). Thus each contractual party is either a brother or cousin or nephew.

<sup>284</sup> Ilšu-ellassu (older brother) and Abaya, the younger brother. Using term: **šeš bàn-da** (younger brother).

<sup>285</sup> No name of the father is given, although the reference is to his estate as can be concluded in **nî]-ga-ra é-da-da-[e-ne] a-na gál-àm** - estate of their father's house as much as is extant.



their children inherited, where only one sibling/sister inherits also with them.

#### *7.2.5.4 Estate assets: fully or partially divided*

In the context of each text an assessment could be made, to a certain extent, on whether all or some of the inherited estate assets were divided and awarded to the different contractual parties, according to a division agreement. Such an assessment follows:

- In L1, most of the valuable assets were divided and the said assets were: a house, a garden, slaves and house objects, as well as all three children's awarded divided shares.
- In L2 valuable assets such as a built house, wood and an orchard were divided, although no slaves were mentioned. Reference was made to "as much as there was" as follows: "movable ground, orchard, furniture, goods and liquidities as much as there was, which belonged to their father, they divided". The conclusion could be reached that all of the inheritance assets were divided by agreement.
- In L3, unfortunately, the text is damaged and reference is only made to a garden, although both brothers' divided shares were recorded.
- In L4, all of the valuable estate was divided in response to the words: "estate of their father's house as much as is extant" and the words included: "house, garden, female and male slaves, estate of their father's house as much as is extant, they [have divided] into equal parts".
- In L5, only the awarded shares of immovable property were mentioned.
- In L6 in the context of the text, the whole of the deceased parent's estate was divided regarding all six brothers' agreed awarded assets.
- In L7, the divided shares of certain immovable properties were mentioned in the text. The references "they divided the house of their father" and "as much as there is" were included, and it seems from the context that the whole of the paternal estate was divided.

- In L8 in the context of the text, all of the inheritance assets were divided, although only certain immovable properties were mentioned.
- The L9 text refers to a partial division, regarding only the recording of the share of Lipit-Ea's awarded divided assets, which consisted of gardens, houses, and also mentioned wooden objects, in lines four and five, as well as oiled picket door(s) and picket doors. No slaves were mentioned in the text.
- In L10, either the whole of the estate was divided, or there were many assets of value, which included a house, garden, and furniture, and both brothers' divided portions were reflected in the texts.

#### 7.2.5.5 *Mutual Consent*

The beneficiaries of the deceased paternal estate in the conclusion of a family deceased division agreement, must agree to the terms and conditions of the agreement and the terms: “they carry out the division” or “they divide” or “they agree to” or “they mutually agree” to the division of the inheritance, with different awarded portions for each party. The mutual consent terms occur in their contextual and grammatical structures as follows:

- In text L1, the term *zi-i-zu* is present and meant that they carried out the division or they agreed to the division. This is read together with the terms *šeš ki šeš ugu-ni nì-na-me-en*, which meant that there would be no complaint against the other.
- In L2, in line 20: *ì-ba-e-ne* translates as “they divided” and line 9 *ḥa-la be-le*, which is the inheritance share of X. In line 17 reverse: *ḥa-la hi-iš* is the inheritance share of X. All this shows in context (with other essential elements) that the beneficiaries of the estate were contractual parties to a family deceased division agreement and that they consented to the agreement.
- In L3, see lines 5-6: *mi-it-ha-ri-iš i-zu-uz<sub>4</sub>-zu* of which the translation means: that they agreed to the division and divided the estate equally.
- In L4, see line 43 *ur-sè-ga-bi [ì-ba-e]-ne* which is translates as: they [have divided] into

equal parts. Also lines 13, 22, 30 and 40: **ḥa-la**: inheritance share of X (before each brother's awarded share) and line 43 **ur-sè-ga-bi [i-ba-e]-ne** - they have divided into equal parts. All the parties in the context of the text show a mutual consent by the contractual parties for the conclusion of a family deceased division agreement.

- In the text see L5 TS 6 (BM 33159) ( line 14 reverse) the term **é-a-ni ba-bé-e-eš** translates as “they agreed to the division of the houses”. Read together with TS 6 (BM 33159) (lines 4, 8 & 13) **ḥa-la** of X translates as the inheritance share of X.
- In L6 the terms **ba** and *i-zu-zu* in line 47, **ḥa-la é-da-da-a-ni i-ba-a-ne** translate as “they shared paternal succession” read together with line 46, *i-na mi-it-gu-ur-ti-šu-nu is-qá-am i-/du-ú-ma* and translates as: “by mutual agreement in equal parts, they have agreed to the division”.
- In L7, in lines 3, 6, 19 and 13, the term **ḥa-la** translates as: “an inheritance share”, and read together with lines 15-18: *ú-sà-ni-qú-ú-ma é-ad-da\*a-ni ma-la ma-šú-ú i-na mi-it-gur-ti-šu-nu i\*-zu\*-zu\**, which translates as: “after they had established the respective shares of the ‘house of their father’, by mutual agreement in equal parts they divided the ‘house of their father’, ‘as much as there is’”. This indicates a mutual consent by the contractual parties as family members and beneficiaries of their father's estate.
- Text L8, lines 23-35 translates as: the “branch of channel, which exists, is not put in division: they will be supplied there with equality”. “By mutual agreement, they carried out the division by casting of lots”. In lines 4, 8, 10, 11, 19, 21 reverse and line 24 references are made to an inheritance share, and also to the position of that share on the property described, indicating a consensual agreement by contractual parties, partaking in a family deceased division agreement.
- In the text of L9 the following reflects the context of a mutual agreement, namely: line 20: **ḥa-la**, which is the inheritance share of; lines 21-22: *ša i-na mi-it-gur-ti-šu-`nu` it-ti aḥ-ḥi-šu i-zu-zu*, which translates as “which he divided with his brothers in mutual agreement”; line 23: **ḥa-la** *ša i-zu-zu la -i-in-nu-u<sub>2</sub>-ma*, which translates as “the inheritance which they divided they shall not alter”.

- In L10 a consensual agreement is evident from the following lines, namely: in TS 5 (BM 33180), lines 23-24: **é kiri<sub>6</sub> nì-ga ù <sup>giš</sup>šu-kár a-na gál-la ì-ba-e-ne <sup>giš</sup>sub-ba ì-šub-bu-ne**, which translate as “they divided house, orchard, movable property and furniture as much as there was, and by casting of lots”. This was mentioned twice together with each brother’s awarded divided assets. See TS 5 (BM 33180), line 9: **[ḥa-l]a a-ba-a šeš bàn-da** “(such is) the inheritance share of Abaya, the younger brother”. See lines 21-22: **ḥa-la <sup>I</sup>dingir-šu-ellat-sú šeš-gal ù da-diri-ni<sub>5</sub>-šè** “(such is) the share of Išū-ellassu, the older brother, like his brother”.

#### 7.2.5.6 *Raison d’être*

In the Larsa texts, an exchange was predominantly utilised as a mechanism for the division of the communally estate assets. To a lesser extent “bringing in” or a sale was used as a mechanism for a division. These mechanisms constituted the discontinuation of co-ownership, and the change to sole-ownership regarding certain assets or portions of assets. The texts wherein an exchange or a variation thereof occurred are thus:

- In texts L1 and L3 an exchange occurred, in L2 an exchange occurred with a *quid pro quo* equal division and text L4 consisted of an exchange with a “bringing in” (sale).
- In text L5, an exchange by means of a casting of lots occurred, although the awarded assets of each contractual party did not constitute an equal division.
- In L6, the text consists of an exchange together with the mechanism of a “bringing in”.
- In text L7, an exchange was used, although no exact proportions of divided shares were instituted. In this text, it seems that the whole of the estate was divided, and it seems that only certain properties were mentioned in the text. Caution must be exercised, however, not to conclude that no *quid pro quo* division occurred, regarding all of the paternal estate assets.
- The text of L8, constituted an exchange and a casting of lots whereby 4 ½ **iku** 30 **sar** of field was equally divided. Furthermore, the contractual parties agreed that a branch of a channel did not form part of the division, which possibly meant that co-ownership regarding that asset was retained, and the rest of the agreed portion, that is, 4 ½ **iku** 30

sar of field was awarded to the different groups in equal parts, by the casting of lots.

- In text L9, an exchange took place, and one brother's awarded divided portion was reflected in the recording.
- In L10 an exchange, with no "bringing in", was agreed upon, although it is the only text in Larsa where the parties agreed to a preference portion. To manage this, the exchange and preference portion were divided by a casting of lots.

#### 7.2.5.7 Summary

There are specific terms or words in the texts that reflect essential elements, and also so that in some instances, conclusions can be drawn from the context of the texts. In all ten of the division agreements of Larsa, the essential elements are present and thus we could reach the conclusion, that the agreements were family division agreements of family members' deceased estates. With a number of the elements, such as the family connection and family relationship, some interpretational problems occurred; however, in context there was a family connection present in all ten of the family deceased division agreements.

See table (*infra*) regarding a synoptic comparison of the different essential elements of Old Babylonian Larsa.

**Table 8 Outline of essential elements of Larsa division agreements**

<p style="text-align: center;"><b>LARSA</b></p> <p><i>Division agreement of a deceased family member's estate</i></p> <p><i>Oral division agreement reflected in recording on tablet</i></p> <p><b>Essential elements:</b></p> <p><b>Basic requirements "to be a house"</b></p> <p><b>"building materials" for a house e.g. walls, roof, windows, door</b></p>	
<b>Family connection</b>	Brothers and sisters.
<b>Deceased estate owner</b>	Father's estate, one text: mother or father's estate; and in one other text: uncle.
<b>Estate assets</b>	Whole of the estate is divided: <ul style="list-style-type: none"> <li>• many valuable assets,</li> <li>• variety of assets.</li> </ul>
<b>Mutual consent</b>	zi-i-zu (Akkadian) and ì-ba-e-ne (Sumerian).
<b>Raison d'être</b>	Mechanisms: exchanges and donations; lesser extent: "bringing in". Supported by: casting of lots and equal division of the estate.



Family connection: The ten such agreements were each an agreement between family members. In most of the Larsa texts, the brothers were contractual parties; only in a few texts other family members, of whom the majority were sisters, were included as contractual parties of the particular agreement/contract.

Deceased estate owner: In eight of the ten texts, the deceased father's estate was divided. One text was the mother or father's estate, and the other text, the uncle was the deceased owner of the estate.

Estate assets: In Larsa, it seems that in the majority of the texts, either the whole of the estate was divided, or there were many valuable assets, which included a variety of assets such as a house, a garden and furniture.

Mutual consent: The mutual consent terms occurred in their contextual and grammatical structure as two main terms, namely *zi-i-zu* and **ì-ba-e-ne**.

*Raison d'être*: In the Larsa texts exchanges and donations, predominantly, and to a lesser extent "bringing in" were utilised as mechanisms for the division of communally estate assets, supported in a few texts by a casting of lots and in some texts by the equal division of the estate.

Thus, all the essential elements of a family deceased division agreement are present in the Larsa texts as shown in Part C under texts L1-L10.

### 7.2.6 Natural elements

Natural consequences are derived from a division agreement through practice and law. In the Larsa texts, these natural consequences were: Nat 2, "bringing in"; Nat 3, division by lots <sup>giš</sup>**sub-ba/išqu**; Nat 5, "much as there is"; Nat 6, no claim; Nat 7, an oath; Nat 8, a preference clause; Nat 9, equal shares *mi-it-ha-ri-iš*; and Nat 12, witnesses.<sup>286</sup>

There were two practices, which are not discussed separately. One was a natural element with Leeman's (1954) interpretation of the preference rule, and the other was a reference made in

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<sup>286</sup> See table 21 in the conclusions-section of this chapter to understand the logical flow of the natural elements of Larsa.

one text relating to a royal edict.

Regarding the preference rule, Leemans (1954:37) opines that in Larsa the preferential share of the son applied when he “as a rule” inherited twice the value of the estate: this instance correlates with the text reflected in L4.<sup>287</sup> He considers the slaves which one of the brothers, Šamaš-māgir, “inherited” as the “double” share. It does not seem to be a logical assumption as the other assets awarded to him, did not constitute a “double share”. However, to substantiate his claim, Leemans argues that clause 42-43 “does not invalidate this assumption”. Clause 42-43 refers to the agreement between the brothers and states that “estate of their father’s house as much is extant; they [have divided in to equal parts]”. His arguments are that they inherited a “division in equal parts (*mithariš i-zuzu*)” in equal lots. Furthermore, that “(T)his apparent contradiction may be met by the suggestion that the double portion of the eldest son actually consisted of two equal lots.” The researcher does not agree. In this regard, see, the table outline of the division of the awarded assets below.

**Table 9 Outline of division of assets of Lipit-Ištar, Apil-ilišu, Apil-Sîn and Šamaš-māgir**

<b>Lipit-Ištar</b>	<b>Apil-ilišu</b>	<b>Apil-Sîn</b>	<b>Šamaš-māgir</b>
2 <sup>2</sup> / <sub>3</sub> (?) <b>sar</b> with house built on it, x <b>sar</b> open site, 36 <b>sar</b> of garden, 10 <b>sar</b> [of fallow],  ½ <b>iku</b> 30 <b>sar</b> of garden at the town..., 1 slavegirl Ištar-damqat, 1 slave Ipku-[Sîn(?), 1 slave Tāb-... , 1 slave Anida (?)	3 <sup>1</sup> / <sub>2</sub> <b>sar</b> with house built on it,  36 <b>sar</b> of garden 10 <b>sar</b> of fallow at the town...,  ½ <b>iku</b> 30 <b>sar</b> of garden at Āl-Uru..., 1 slavegirl Sarbitum, 1 slavegirl Taraiaium,	2 <sup>1</sup> / <sub>2</sub> <b>sar</b> with house built on it,  36 <b>sar</b> of garden, 10 <b>sar</b> of fallow at Āl-Mulū  ½ <b>iku</b> 30 <b>sar</b> of garden at Āl-Rabiu, 1 slavegirl Šumman-lā-Ištar, 1 slavegirl Bilhum (?), 1 slave Warad-Kabta, 1 slave Abium-kīma-ili,	[... <b>sar</b> with house built on it,  [... <b>sar</b> of] garden, [... <b>sar</b> of fallow at Āl-]Mulū(?), [... <b>iku</b> x <b>sar</b> ] of garden Āl-Rabiu, [1 slavegirl Nanā-gamilat, [1] slavegirl Aḫātum (?), [1] slavegirl U...-Ištar, 1 slavegirl Ku..tum,

<sup>287</sup> See L4 (Larsa), Part C regarding the text transcription and translation with table outline of the different elements in the text.

Lipit-Ištar	Apil-ilišu	Apīl-Sîn	Šamaš-māgir
and ½ mina of silver as compensation for the house.		and <sup>5</sup> / <sub>6</sub> mina of silver as compensation for the house.	1 slave Ili-unneṇi, 1 slave Ili-mušēzibi, 1 slave Šamaš-ḫāzir, 1 slave Iškur-ḫegal.

Šamaš-māgir's share is shown in lines 1-13, but due to the damaged tablet in these lines, it is unsure which assets were awarded to him in terms of value. Furthermore, there is no indication in the text that Šamaš-māgir was the eldest son. It seems this is Leemans' own assumption; he provided no validation thereof. The awarded divided assets consisted of houses, gardens, fallow fields and slaves. Three brothers Lipit-Ištar, Apīl-Sîn and Šamaš-māgir received more slaves in relation to one brother, Apil-ilišu: Šamaš-māgir received six more slaves (total eight), Apīl-Sîn two more slaves (total four) and Lipit-Ištar two more slaves (total four). This unequal division was only in regards to the slaves. There was a "bringing in" clause of a certain amount of silver, as compensation for the houses, where the brothers Apīl-Sîn and Lipit-Ištar, received less in terms of the amount of the house in the divided awarded parts; and were compensated in accordance to the unequal division of the awarded parts of the house. Leemans (1954) omitted to reference thereto.

Another natural element appears in text L3.<sup>288</sup> This is a division agreement of a possible paternal or maternal estate between the brothers Sîn-ingur and Sasiya regarding the awarded divided assets of both brothers. The text was recorded in the Rīm-Sîn-period in his 34<sup>th</sup> year of his reign. A unique contractual inclusion is that of a reference which was made to a royal edict, probably issued by King Rīm-Sîn. It is transcribed as [ki]ri[I<sub>6</sub> ...] [m]a-la [a-na ši-im-d]a\*-at\* and translated as "the garden of PN as far as one made some leave according to the royal Edict". Here it is evident again, the same as in the other agreements, that only the necessary information required to remind the contractual parties of an agreement, was included as terms in a written form. Again one can only speculate as to why and to what extent this garden was related to an unknown royal edict.

<sup>288</sup> See L3 (Larsa), Part C regarding the text transcription and translation with table outline of the different elements in the text.



### 7.2.6.1 Bringing-in (Nat 2)<sup>289</sup>

For the purposes of equalising the value of the portions of estate assets, divided and awarded to each of the contractual parties, a typical sale could take place where the parties concur by agreement to “bring-in” or “buy” awarded assets to compensate any of the contractual parties who received fewer assets or portions in value.

In the texts L1, L2, L3, L5, L7, L9 and L10 there is no “bringing in” clause.

In the following texts, the “bringing in” clause is reflected: in each of these agreements, there are unique circumstances. The different agreements with such unique terms and their contexts are thus:

- In text L4 the following “bringing in” of assets took place:  $\frac{5}{6}$  **mina** of silver as compensation for the house regarding the awarded divided share of the  $2\frac{1}{2}$  **sar** house of X<sub>1</sub>.<sup>290</sup> In another provision,  $\frac{1}{2}$  mina of silver was offered as compensation for the house, regarding the awarded divided share of the  $2\frac{2}{3}$  (?) **sar** house of X<sub>2</sub>.<sup>291</sup> The parties concluded that they had divided the assets into equal parts.<sup>292</sup>
- In L6, a slave named Luštamar-Šamaš, was brought in as compensation (*ina tēlītīšu*); as additionally received.<sup>293</sup>
- In L8, the “branch of a channel”, which forms part of the paternal estate, was not included in the division: it would be replaced by an equal division.<sup>294</sup> This is not technically a “bringing in”. It seems that in order for the division to occur equally, this branch of a channel was excluded from the division. Thus, it appears that, at least for a while, until another agreement could be reached, the contractual parties’ co-ownership regarding the channel was maintained. However, at a later stage they might have finally reached a consensus on whether to divide the channel into different portions.

<sup>289</sup> Term **búr**.

<sup>290</sup> Line 21:  $\frac{5}{6}$  **ma-na kù-babbar** *ta-ap-pi-la-at bi-tim*.

<sup>291</sup> Line 39  $\frac{1}{2}$  **ma-na kù-babbar** *ta-[ap-pi-la-at bi-tim]*.

<sup>292</sup> Line 43: [ ]-x **ur-sè-ga-bi** *[i-ba-e]-ne*.

<sup>293</sup> Lines 14-18: 10 **gur še 2 gín kù-babbar 2 (ban)**  $\frac{1}{3}$  **ba-an zíz 1 sag-ir lu-uš-ta-mar-dutu mu-ni-e oša i-na ti-li-ti-šu a-na e-li-a-ti-šu il-qú-ú ha-la i-ri-ba-am**-<sup>d</sup>EN-ZU.

<sup>294</sup> Reverse, lines 21-23: **paša-ta-ap+ i-ba-aš-šu-ú ana ha-la ú-ul o-ša-ki-in-o mi-it-ha-ri-iš o-i-ša-at-tu -o**.

### 7.2.6.2 Division by lots (Nat 3)<sup>295</sup>

The division of an estate by lots is a practical means to constitute an equal and fair distribution of the assets.

In texts L1-L4, L7 and L9, no division by lots took place. In the following texts, this practical manner is used, thus:

- In L5, the parties agreed to a casting of lots using the Sumerian variant of **giššub-ba ì-šub-bu-ne-eš**.
- In L6 and L8, the contractual parties mutually agreed to an equal division: it was executed by the casting of lots using the Akkadian variant *išqu*.<sup>296</sup>
- In L10, the contractual parties concurred with the division of the house, orchard, movable property and furniture as much as there was, and by the casting of lots. This was mentioned twice together with each brother's awarded divided assets.<sup>297</sup>

### 7.2.6.3 Much as there is (Nat 5)<sup>298</sup>

The “much as there is” clause refers to an estate that was totally divided. Texts L1, L3, L5, L6, L8 and L9 do not mention a “much as there is” clause. In the following four of the ten texts this clause occurs, namely:

- In text L2, movable ground, an orchard, furniture, goods and liquidities as much as there was, which belonged to their father, they divided.<sup>299</sup>
- In L4 assets such as a house, a garden, female and male slaves, and the estate of their father's house are mentioned together with the clause “as much as is extant”.<sup>300</sup>

<sup>295</sup> Terms: **giššub-ba** or *išqu*.

<sup>296</sup> In L6, line 46 - *i-na mi-it-gu-ur-ti-šu-nu is-qá-am i-du-ú-ma*; and lots: *išqu*. L8, line 24-25: *i-na mi-it-gu-ur-ti-šu-nu i-na is-qí-im i-zu-ú-zu*.

<sup>297</sup> TS 5 (BM 33180), line 23-24: **é kiri<sub>6</sub> nì-ga ù giššu-kár a-na gál-la ì-ba-e-ne giššub-ba ì-šub-bu-ne**. Line 11 - TS 5 (BM 33180): **ì-ba-e-ne giššub-ba ì-su[b\*-b]u\*-ne**.

<sup>298</sup> Terms *gamāru*, *ištu*, *gál-àm*.

<sup>299</sup> Lines 18-20: **o- é kiri<sub>6</sub> giškár nì-šu-gal\* nì\*-gá\*-gál-la ša ad-da-ne – ì-ba-e-ne**.

<sup>300</sup> Lines 41-42: **é <sup>giš</sup>kiri<sub>6</sub> sag-gemé sag-arad [nì]-ga-ra é-da-da-[e-ne] a-na gál-àm**.

- In the text L7, the agreement provides that, after they had established the respective shares of the “house of their father”, by mutual agreement they divided the “house of their father” “as much as there is”.<sup>301</sup>
- Text L10 mentions that they divided the house, an orchard, goods and furniture as much as there was, together with a twice-mentioned casting of lots clause.<sup>302</sup>

#### 7.2.6.4 No claim (Nat 6)<sup>303</sup>

The no claim clause is one of the normal clauses in all the division agreements. In Larsa, this clause was utilised with variants signifying almost the same, but with the exception of one text, namely L3 that does not reflect this clause at all. The clauses with their variants (transcriptions referred to in footnotes) are thus:

- In L1, the parties state that there would be no complaint against the other.<sup>304</sup>
- In L2, Charpin (1980:212) refers to a “clause of non-claim (18a only)”; however, he does not include it in his transcription and translation.
- In L4, the parties provide that the one and the other will not change it.<sup>305</sup>
- L5 states that brother against brother will not lodge a claim against another.<sup>306</sup>
- L6 also states that brother against brother will not raise a word and come back.<sup>307</sup>
- L7 also states that no future claims will be made in a non-contested clause.<sup>308</sup>
- In L8, the parties agree that they will not claim against each other.<sup>309</sup>
- In L9, the parties agree that the inheritance, which they divided, they shall not alter.<sup>310</sup>
- In L10, the parties state that in the future, the one brother will not make a complaint against his brother.<sup>311</sup>

<sup>301</sup> **wa-ar-ki ha-la é-ad-a\*ni-šu-nu ú-sà-ni-qú-ú-ma é-ad-da\*a-ni ma-la ma-šú-ú i-na mi-it-gur-ti-šu-nu i\*-zu\*-zu\*.**

<sup>302</sup> TS 5 (BM 33180), lines 10-11 - **é kiri<sub>6</sub> giššu-kár a-na gál-la ì-ba-e-ne giššub-ba ì-su[b\*-b]u\*-ne.**

<sup>303</sup> Terms : **inim nu-um-gá-gá-a** or the variant **šeš-a-ne-ne ba-ani-ib-ge<sub>4</sub>-ge<sub>4</sub>-ne.**

<sup>304</sup> Line 19 **ugu-ni nì-na-me-en.**

<sup>305</sup> Line 44: **[šeš-še]š-ra nu-ub-[ta-ba]l-e.**

<sup>306</sup> TS 6 (BM 33159), line 16: **u<sub>4</sub>-kúr-šè šeš šeš-ra inim-ma nu-gá-gá.**

<sup>307</sup> Line 48: **u<sub>4</sub>-kúr-šè u<sub>4</sub>-nu-me-a-kam šeš šeš-ra inim nu-gá-gá.**

<sup>308</sup> Line 18 **bis u<sub>4</sub>-kúr-šè nu-mu-un-da-bal-meš.**

<sup>309</sup> Line 26 : **nu-mu-un-da-bal-e.**

<sup>310</sup> Line 23: **ha-la ša i-zu-zu la -i-in-nu-u<sub>2</sub>-ma.**

<sup>311</sup> **u<sub>4</sub>-kúr-šè dingir-šu-ellat-sú-k[e4] a-ba-a-a-ra šeš-a-ni inim nu-um-gá-gá.**

#### 7.2.6.5 Oath (Nat 7)<sup>312</sup>

In Larsa, the normal oath clause occurred and was reflected under the incidental elements heading. The other set of oaths, which include ceremonial rituals, did not occur in Larsa, but only in Sippar in three texts, namely S20, S25 and S26.

#### 7.2.6.6 Preference portion (Nat 8)<sup>313</sup>

From texts L1-L9, no reference is made to a preference portion. Only text L10 TS 5 (BM 33180), in line 20 states: one *gišbanšur zà-gu-la* - a table **zaggula** (first-born share).

#### 7.2.6.7 Equal shares (Nat 9)<sup>314</sup>

In six of the ten texts this clause occurs, namely:

- In L3: they divide in equal parts.<sup>315</sup>
- In L4, line 43: they [have divided] into equal parts.<sup>316</sup>
- In L6: by mutual agreement in equal parts, they have agreed to the division.<sup>317</sup>
- In L7: after they had established the respective shares of the “house of their father”, by mutual agreement in equal parts they divided the “house of their father” and “as much as there is”.<sup>318</sup>
- In L8: “the branch of a channel, which forms part of the paternal estate, is not included in the division: it will be replaced by an equal division. By mutual agreement in equal parts, they carried out the division by casting lots”. (Larsa *išqu*).<sup>319</sup>

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<sup>312</sup> Term **pàd**.

<sup>313</sup> Term **<sup>gis</sup>banšur**.

<sup>314</sup> Term *mithāriš*.

<sup>315</sup> Lines 5-6: *mī-it-ha-ri-iš i-zu-uz<sub>4</sub>-zu*.

<sup>316</sup> Line 43: [ ]-x **ur-sè-ga-bi [i-ba-e]-ne**.

<sup>317</sup> Line 46: *i-na mī-it-gu-ur-ti-šu-nu is-qá-am i-/du-ú-ma*.

<sup>318</sup> Lines 15-18: **ú-sà-ni-qú-ú-ma é-ad-da\*a-ni** *ma-la ma-šú-ú i-na mī-it-gur-ti-šu-nu i\*-zu\*-zu\**.

<sup>319</sup> Lines 21-24: <sup>pa5</sup>*a-ta-ap+ i-ba-aš-šu-ú ana ha-la ú-ul ša-ki-in mī-it-ha-ri-iš i-ša-at-tu i-na mī-it-gu-ur-ti-šu-nu i-na is-qí-im i-zu-ú-zu*.

- In L9, lines 20-24: the inheritance of Lipit-Ea, which he divided with his brothers in mutual agreement (in equal parts).<sup>320</sup>

#### 7.2.6.8 Witnesses (N12)<sup>321</sup>

In all ten of the Larsa texts, witnesses were recorded as being present, by utilising the term “**igi**”.

#### 7.2.6.9 Summary

All the texts, except for L3, include the following natural elements, namely: no claim (Nat 6), an oath (Nat 7) and witnesses (Nat 12). Regarding the other texts:

- three texts refer to “bringing in” (Nat 2);
- four texts to a division by lots (Nat 3);
- and four texts to “as much as there is” (Nat 5);
- while the majority of six texts refer to equal shares (Nat 9).
- Only one text refers to the preference share.

See table outline (*infra*) regarding a synoptic comparison of the different natural elements of Old Babylonian Larsa.

<sup>320</sup> Reverse, lines 21-23: *paša-ta-ap+ i-ba-aš-šu-ú ana ha-la ú-ul ša-ki-in-o mi-it-ha-ri-iš i-ša-at-tu* - and Line 25-26: *i-na mi-it-gu-ur-ti-šu-nu i-na is-qí-im i-zu-ú-zu*.

<sup>321</sup> Term **igi** or *maḥar* or in one Sippar text: *pan*.

**Table 10 Outline of the natural elements of Larsa division agreements**

<p style="text-align: center;"><b>LARSA</b>  <i>Division agreement of a deceased family member's estate</i>  <i>Oral division agreement reflected in recording on tablet</i>  <b>Natural elements: 10 texts</b>  <b>Legal tradition practices</b>  <b>"type of structure of house" e.g. double-storey house, patio</b></p>	
Nat 1 Adoption/support	None.
Nat 2 Bringing in	Three texts: L4, L6, L8 (30%). ( <b>búr</b> -term)
Nat 3 Division by lots	Four texts (40%): L5: <sup>gis</sup> <b>šub-ba ì-šub-bu-ne-eš</b> , L6 & L8: Akkadian variant <i>išqu</i> , L10: twice mentioned with each brother's awarded divided assets.
Nat 4 Heart is satisfied	None.
Nat 5 as much as there is/completely divided	Four texts: L2, L4, L7, L10 (40%). Terms: <b>nì-gá-gál-la</b> and <b>gál-àm</b> .
Nat 6 No claim	Nine texts except for L3 (90%). Terms used: <b>inim nu-um-gá-gá-a</b> (shall not raise any claim); Another variant: <b>šeš-a-ne-ne ba-ani-ib-ge<sub>4</sub>-ge<sub>4</sub>-ne</b> (his brothers shall not raise claims against him).
Nat 7 Oath in temple/oath	Oath in temple: None. Oath in all 10 texts (100%).
Nat 8 Preference portion	One text: L10 (10%). <sup>gis</sup> <b>banšur</b> and/or <b>zaggulá</b> .
Nat 9 Shares: equal clause	Six texts: L3, L4, L6, L7, L8, L9 (60%). <i>Mithāriš</i> -term.
Nat 10 Trust (trustee)	None.
Nat 11 Usufruct	None.
Nat 12 Witnesses	All ten texts (100%).



### 7.2.7 Incidental elements

#### 7.2.7.1 Introduction

In this category, we find the uniqueness of different scribal practices reflected in the written division agreement; however, parties could choose to include these practices in the contract

and they did not form part of the basic requirements to qualify a contract as a division agreement.<sup>322</sup>

Under the written formalities of division agreements, the following aspects were investigated: names of contractual parties, birth order, descriptions of assets (thorough description, value), special legal terms, sanction clause (type), oath clause (king/god) and witnesses (names, rank/family standing).

Regarding the qualities of division texts, the following were emphasised, namely: language, location of text, tablet's condition, copies, date formulas, seal impressions and the rhythmic sequence/special style.

#### 7.2.7.2 *Written formalities of division agreements*

##### (i) Names of contractual parties, rank

In the written agreement certain aspects were normally present, that is, the names of the parties and their relationship to each other, and their standing within their family, for example son or daughter of X. The names could usually give some insight as to whether it was a Semitic, Sumerian or Akkadian name. Outlines of the names in the Larsa texts are as follows:

- In L1 the names of the contractual parties were mentioned, namely Migrat-<sup>d</sup>Sîn, Ubar-<sup>d</sup>Sîn, and Ì-lí-sukkal.
- In L2, the names of the brothers Bēlessunu and Hiššâtum were inscribed.
- In L3, the brothers named Sasiya and Sîn-imgur were mentioned.
- In L4, the names of the brothers, but not those of the estate owner, were mentioned, namely: Lipit-Ištar, Apīl-Sîn, Apil-ilišu and Šamaš-māgir.
- In L5, the brothers were called Buzazum, Iâ and Ludlul-Sîn and Abî-tâbum in an

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<sup>322</sup> See table 21 in the conclusions-section of this chapter to understand the logical flow of the incidental elements of Larsa.

unknown paternal estate.

- In L6, the brothers were named Idin-Šamaš, Irībam-Sîn, Ibbi-Ilabrat, Ilī-nāšir and Mār-Iršitim.
- L7 is a division agreement of the paternal estate between the siblings, named Minani, Ubar-Sîn and Ilī-sukkallum regarding the awarded divided assets of all three children. The father's name was not mentioned.
- L8 is a division agreement of the deceased Ilī-sukkallum and his children called Awīl-ilī and Šilli-Eštar, Migrat-Sîn (child of Minanum); and Ubar-Sîn's sons Idin-Šamaš and his brothers.
- In L9, there was a family connection, although the term *ahhu* could also mean nephews or cousins (Andersson 2008:15 fn. 44). Thus, the beneficiary was either a brother/cousin/nephew. However, they were unnamed and the brother/cousin/nephew, as well as the paternal estate owner is unknown.<sup>323</sup>
- In L10 two brothers were named; Ilšu-ellassu, the eldest brother and Abaya, the younger brother.

(ii) Birth order of brothers

Sometimes in the texts the ranking order in the family was given. This normally occurs in texts for a reason, such as for instance, the termed <sup>giš</sup>**banšur zaggulá** clause, where the eldest son received a preference portion of the deceased parent's estate.

In texts L1-L9, no preference portion was mentioned; only in text L10, reference was made to birth order, as well as to a <sup>giš</sup>**banšur zaggulá** clause (preference share clause).

(iii) Description of assets: thorough description, value

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<sup>323</sup> Lines 20- 23: the inheritance of Lipit-Ea, which he divided with his brothers in mutual agreement. **hala** *Li-pi<sub>2</sub>-it-E<sub>2</sub>-a ša i-na mi-it-gur-ti-šu-<sup>r</sup> nu<sup>7</sup> it-ti aḥ-ḫi-šu i-zu-zu ha-la ša i-zu-zu la -i-in-nu-ú-ma*).



This include aspects of the description of the property, which include the following: description of the type of unit, extent of the unit, boundaries of the unit, description of the beacons marking the unit, description of the position on, or in relation to the unit and any servitude feature present. Examples in the Larsa texts are as follows:

- In L1, the description and extent of the units, as well as the position on, or in relation to the units were stated as, for example: [X] **iku** of orchard beside Migrat-Sîn; a slave named Warad-ilîya, 1 **sar** of built house beside the inheritance share of Migrat-Sîn; 2 doors of house and attic, 1 table, and a slave named Gula-ummî.
- In L2 references to the description, extent and boundaries of the units were, for example: 5/6 **sar** 20 **še** of built house;  $\frac{1}{2}$  **sar** (with) a door in veins of palm (and) a door out of wooden of palm tree (wood); (located) beside the ground of Ilum-nâšir; and 30 **sar** of orchard of palm trees (with)  $13\frac{1}{3}$  **sar** of open area, at the side of the orchard of Hiššâtum.
- In L3, the description of the unit was stated as: only a garden, the garden of Ipqušu.
- In L4 the description and extent of the units, as well as the position on, or in relation to the units, were noted as, for example: [... **sar** with house built on it, confining to the house of] Lu-..., [...**sar** of] garden, [...**sar** of fallow at Āl-Mulū(?), 1 slavegirl Nanâ-gamilat by name,  $2\frac{1}{2}$  **sar** with house built on it, confining to the house of Nindar-taiiār, 36 **sar** of garden, 10 **sar** of fallow land at Āl-Mulū, and  $\frac{1}{2}$  **iku** 30 **sar** of garden at Āl-Rabiu.
- In L5, the description and extent of the unit, as well as the position on, or in relation to the unit, was noted as, for example:  $\frac{1}{3}$  **sar**  $3\frac{1}{3}$  **gín** of house in ruins beside the house of Lu-Nin-Urima and beside Buzazum.
- In L6 the description and extent of the units, as well as the position on, or in relation to the units were stated as, for example: 1 **iku** of field next to the field of Šulgire-padda, beside Šamšiya; 25 **še** of built house, beside the ground of Irîbam-Sîn; 1 door of attic out of wooden of palm tree (wood); 10 barley **gur**; 2 silver shekels.
- In L7 the description and extent of the units, as well as the position on, or in relation to the

units, were stated as, for example:  $1 \frac{1}{3}$  **sar** of built house, beside brother Ubar-Sîn, having for the short side the ground of Sîn-asûm and the street;  $\frac{5}{6}$  **sar** of built house, beside the store of [...] and beside the share of Minani child of Migrat-Sîn, having for side runs (on the one hand) the street and (on the other hand) the ground of Sîn-asûm.

- In L8 the description, extent and boundaries of the units, as well as the position on, or in relation to the units, were noted as, for example:  $4 \frac{1}{2}$  **iku** 30 **sar** of field, alongside Idin-Sîn son of Šahuza;  $4 \frac{1}{2}$  **iku** 30 **sar** of field in the territory Gula, beside the share of Minanum son of Migrat-Sîn; beside the inheritance share of Idin-Šamaš and his brothers, son of Ubar-Sîn.
- In L9 the description, extent and boundaries in relation to the units were provided, for example: lines 15-17: 3600 m<sup>2</sup> garlic garden in Larsa; 3600 m<sup>2</sup> garden, next to (the property of) Eridu-liwwir in Badtibira; 2628 m<sup>2</sup> garden in the township of Idi-ilumma next to (the property of) Eridu-liwwir in Badtibira). Some of the gardens and plots only refer to the extent of the unit, though.
- In L10 the description and extent of the units, as well as the description of the beacons marking the units, and the position on the units were noted as, for example TS 5a (BM 33180a) lines 1-5:  $\frac{1}{2}$  **iku** of planted orchard of trees, beside the orchard of Ubarrum; 18 **gín** of developed site (with) carried it principal part, beside the ground pertaining to Sâsiya; (emoluments) of  $3\frac{1}{2}$  days per annum in the temple of Gula; and lines 7-8: a slave-woman Waqartum by name; and a table of luxury.

#### (iv) Special legal terms

- In L1, the following special legal terms are present:  
 Line 5: **ha-la** [*mi-ig-ra-at*-<sup>d</sup>ENZ]U\* - is the inheritance share of Mig-rat-Sîn  
 Line 11 : **ha-la u-bar**-<sup>d</sup>EN-ZU - is the inheritance share of Urban-Sîn.  
 Line 18: **ha-la i-lî-sukkal** - is the inheritance share of <sup>d</sup>Ilî-sukkallum.  
 Line 19: *zi-i-zu šeš ki šeš ugu-ni nî-na-me-en* - they carried out the division; that there will be no complaint of the parties regarding the division against another.

- In L2 special legal terms that are mentioned are:  
 Line 9: **ḥa-la** *be-le-sú-nu* - is the inheritance share of Bêlessunu.  
 Line 17R: **ḥa-la** *hi-iš-ša-tum* - is the inheritance share of Hiššatum.  
 Lines 18-20: **é** <sup>giš</sup>**kiri<sub>6</sub>** **kár nì-šu-gal\*** **nì\*-gá\*-gál-la** **ša ad-da-ne ì-ba-e-ne** - movable ground, orchard, furniture, goods and liquidities as much as there was in the estate, who belonged to their father, they divided.  
 Line 20: **ì-ba-e-ne** - they divided.
- In L3, the following special term is present:  
 Lines 5-6: *mi-it-ha-ri-iš i-ṣu-uṣ<sub>4</sub>-ṣu* - they agreed to the division and divide the estate equally.
- In L4 the special legal terms applicable are:  
 Lines 13, 22, 30 and 40: **ḥa-la** - inheritance share of (before each brother awarded share).  
 Line 21: **ù** <sup>5/6</sup> **ma-na kù-babbar** *ta-ap-pi-la-at bi-tim* - and <sup>5/6</sup> mina of silver as compensation for the house.  
 Line 39: **ú** <sup>1/2</sup> **ma-na kù-babbar** *ta-[ap-pi-la-at bi-tim]* - and <sup>1/2</sup> mina of silver as com[pensation for the house].  
 Lines 41-42: **é** <sup>giš</sup>**kiri<sub>6</sub>** **sag-gemé sag-arad** **[nì]-ga-ra é-da-da-[e-ne] a-na gál-àm** - house, garden, female and male slaves, estate of their father's house as much as is extant.  
 Line 43: **ur-sè-ga-bi [ì-ba-e]-ne** - they [have divided the estate] into equal parts.  
 Line 44: **[šeš-še]š-ra nu-ub-[ta-ba]l-e** - that the one brother and the other brother will not change it.
- In L5 the special legal terms present are:  
 TS 6 (BM 33159) lines 4, 8 and 13 with each inheritance share: **ḥa-la** – inheritance share of X.  
 TS 6 (BM 33159) line 14R: **é-a-ni ba-bé-e-eš** – they agree to the division of the houses.  
 TS 6 (BM 33159) line 15: <sup>giš</sup>**sub-ba ì-sub-bu-ne-eš** – casting of lots.  
 TS 6 (BM 33159) line 16: **u<sub>4</sub>-kúr-še šeš šeš-ra inim-ma nu-gá-gá** – brother against brother will not lodge a claim against another.
- In L6, the following special legal terms occur in the text:

Lines 9, 18, 25, 33, 39 and 45: **ḥa-la** - inheritance share of X.

Line 47: **ḥa-la é-da-da-a-ni ì-ba-a-ne** - they shared paternal succession.

Line 46: *i-na mi-it-gu-ur-ti-šu-nu is-qá-am i-/du-ú-ma* - by mutual agreement, they have agreed to the division.

Line 48: **u<sub>4</sub>-kúr-še u<sub>4</sub>-nu-me-a-kam šeš šeš-ra inim nu-gá-gá** - brother against brother will not raise a word and come back.

- In L7 the special term is:

Lines: 19-21: **mu<sup>d</sup> nanna<sup>d</sup> utu<sup>d</sup> amar-utu** *ù ha-am-mu-ra-pí lugal in-pàd-meš* – sworn by Nanna, Šamaš and King Ḥammu-rāpi .

- In L8, the following special legal terms are present:

Lines 4, 8, 10, 11, 19, 21R and 24 mentioned this term to refer to the inheritance share and also with reference to the position of the share of property described: **ḥa-la**

Lines 23-25: *<sup>pa5</sup>a-ta-ap+ i-ba-aš-šu-ú ana ḥa-la ú-ul<sup>o</sup> ša-ki-in<sup>-</sup>mi-it-ha-ri-iš<sup>o</sup> i-ša-at-tu<sup>-o</sup> i-na mi-it-gu-ur-ti-šu-nu<sup>o</sup> i-na is-qí-im i-zu-ú-zu<sup>-o</sup>* - the branch of a channel which forms part of the paternal estate but is not included in the division: it will be replaced by an equal division. (co-ownership?) By mutual agreement, they carried out the division by casting lots.

Line 26: **nu-mu-un-da-bal-e** - they will not claim against each other.

- In L9 the special legal terms are:

Line 20: **ḥala** *Li-pi<sub>2</sub>-it-E<sub>2</sub>-a* - the inheritance share of Lipit-Ea.

Lines 21-22: *ša i-na mi-it-gur-ti-šu-<sup>-</sup>nu<sup>o</sup> it-ti aḥ-ḥi-šu i-zu-zu* - which he divided with his brothers, in mutual agreement.

Line 23: **ḥa-la** *ša i-zu-zu la -i-in-nu-u<sub>2</sub>-ma* - the inheritance which they divided, they shall not alter.

- In L10, TS 5 (BM 33180) the special legal terms are:

Line 9: **[ḥa-l]a a-ba-a šeš bàn-da** - (such is) the inheritance share of Abaya, the younger brother.

Line 10: **é kiri<sub>6</sub> <sup>giš</sup>šu-kár a-na gál-la** - they divided the house, orchard, goods and furniture as much as there was.

Line 11: **ì-ba-e-ne** <sup>giš</sup>**šub-ba** **ì-su[b\*-b]u\*-ne** - by casting of lots.

Lines 21-22: **ḥa-la** <sup>l</sup>*dingir-šu-ellat-sú šeš-gal* **ù da-điri-ni<sub>5</sub>-šè** - (such is) the share of Ilšu-ellassu, the older brother, like his brother.

Line 20: 1 <sup>giš</sup>**banšur** **zà-gu-la** – preference share

Lines 23-24: **é kiri<sub>6</sub> nì-ga** **ù** <sup>giš</sup>**šu-kár a-na gál-la** **ì-ba-e-ne** <sup>giš</sup>**šub-ba** **ì-šub-bu-ne** - they divided house, orchard, movable property and furniture as much as there was, and by casting of lots.

Lines 25-27: **u<sub>4</sub>-kúr-šè** <sup>l</sup>*dingir-šu-ellat-sú-k[e<sub>4</sub>]* <sup>l</sup>*a-ba-a-a-ra* **šeš-a-ni** and **inim nu-um-gá-gá** - in the future, Ilšu-ellassu will not make a complaint against his brother Abaya.

(v) Oath clause (king/god)

The following oath clauses appeared in all ten of the Larsa texts. In these texts the parties swore by the king of the day, that is, Rīm-Sîn, Ḥammu-rāpi or Samsu-iluna and in some instances by the god/gods Sîn, Šamaš, Nanna or Marduk. Each text was different, depending on the king and gods named in it. It is unknown whether this choice was made by scribe, and/or that of the contractual parties. In all the Larsa texts, except one, the contractual parties' agreed portions were all recorded in one text only. Therefore, if it were the choice of the parties as to which king and/or gods to name, then that became the choice of all the contractual parties.

- L1, lines 19- 20: they have sworn by Sîn, Šamaš and King Rīm-Sîn.<sup>324</sup>
- L2, line 21: they have sworn by Sîn, Šamaš and King Rīm-Sîn.<sup>325</sup>
- L3, line 7: they sworn by Sîn, Šamaš and the king.<sup>326</sup>
- L4, lines 45-46: they have sworn by Nanna, Šamaš and Rīm-Sîn, the king.<sup>327</sup>
- In L5, TS 6 (BM 33159) line 17: they swore by the king.<sup>328</sup>
- In L6, lines 49-51: they swore by Nanna, Šamaš and Ḥammu-rāpi.<sup>329</sup>
- In L7, lines 19-21: sworn by Nanna, Šamaš and King Ḥammu-rāpi.<sup>330</sup>
- In L8, lines 27-28: sworn by King Samsu-iluna.<sup>331</sup>

<sup>324</sup> mu <sup>d</sup>nanna <sup>d</sup>utu **ù ri-im-** <sup>d</sup>EN-ZU **lugal-e in-pàd-meš.**

<sup>325</sup> mu <sup>d</sup>nanna <sup>d</sup>utu **ù ri-im-** <sup>d</sup>EN-ZU **lugal-e in-pàd.**

<sup>326</sup> mu **lugal-bi in-[pàd].**

<sup>327</sup> [mu <sup>d</sup>Nan]na <sup>d</sup>Utu [ù Ri-i]m- <sup>d</sup>Sîn **lugal [in]-pà(?)-[dè]meš.**

<sup>328</sup> mu **lugal-bi in-pàd.**

<sup>329</sup> nu-mu-un-da-bal-e mu <sup>d</sup>nanna dut[u dam]ar-utu **ù ha-am-mu-ra-[pí lugal] in-pàd-meš.**

<sup>330</sup> mu <sup>d</sup>nanna <sup>d</sup>utu <sup>d</sup>amar-utu **ù ha-am-mu-ra-pí lugal in-pàd-meš.**

- In L9, line 24: they swore by the names of Nanna, Šamaš, Marduk and Samsu-iluna.<sup>332</sup>
- In L10, TS 5 (BM 33180), line 28: they have sworn by the king.<sup>333</sup>

(vi) Witnesses names, rank/family standing

The witnesses with their rank and standing were given thus:

- L1 named the witnesses and their statuses (son of X), and the scribe's name and profession (**dub-sar**) appear.
- In L2, the names of witnesses and their statuses (son of X) are mentioned.
- In L3 the name of the witness appears.
- In L4 the name of the witness and his status (son of X), as well as profession as a merchant (**dam-kara**) appear (the text was mostly damaged).
- L5 indicated the name of the witness.
- L6 provided the name of the witness, status of witness (son of X), as well as the scribe's name and profession (**dub-sar**).
- L7 noted the names of witnesses and their statuses (son of X). Scribe's name and profession (**dub-sar**) is mentioned.
- L8 likewise noted the names of witnesses and their statuses (son of X).
- In L9, lines reverse 1-16 the names and family relationships are mentioned – son of X. Professions are also mentioned: Ilšu-ibnīšu, the surveyor and Puzir-Nazi, the builder.<sup>334</sup>
- L10 also provided the names of witnesses and their statuses (son of X) (Text badly damaged). Scribe's name and profession (**dub-sar**) is mentioned.

### 7.2.7.3 Qualities of cuneiform division texts

(i) Language

- L1, L2 and L9 were written in Akkadian and Sumerian – words such as **ḫa-la**, **dumu**, and

<sup>331</sup> **mu sa-am-su-i-lu-na lugal-e in-pàd-meš.**

<sup>332</sup> **mu <sup>d</sup>Nanna(šeš-ki) <sup>d</sup>Šamaš(utu) <sup>d</sup>Marduk(amar-utu) u<sub>3</sub> Sa-am-su-i-lu-na.**

<sup>333</sup> **mu lugal-bi in-pà-dè-eš.**

<sup>334</sup> The mentioning of the surveyor and builder, leave the open question that they as witnesses could have had some knowledge of measuring the structures of the fields, gardens, and houses, mentioned in the agreement. Maybe if needed they could have testify to the portions allocations and measurements of the divided assets?

so forth.

- L3, L4, L5, L4, L5, L6, L7, L8 and L10 were written in Sumerian.

(ii) Location

All the texts originated from Larsa.

(iii) Tablet's condition

The conditions of the Larsa tablets are thus:

- In L1, tablet TS 19a (BM 33286 + 33295) is not in a good condition, because parts of the texts have been omitted. There is no printed copy on the shelf and the inscription on the envelope is illegible. The second tablet is also not in a satisfactory condition. According to Charpin (1980:213), regarding the seals there were no imprints found on the tablet or on the envelope.
- In L2, the tablet was not in a satisfactory condition, because some texts were omitted.
- In L3 there were texts omitted due to a damaged tablet.
- In L4, some texts were omitted due to the bad condition of the tablets.
- With L5 and L6, some texts were omitted.
- With L7, the tablet was not in a good condition, so texts were omitted in some places.
- In L8 again, some texts were omitted due to the bad condition of the tablets.
- In L9 parts of the document were omitted, and line 3 was especially problematic as it could not be established whose share it was.
- Text L10 had various parts of the text omitted due to damage.

(iv) Number of copies (agreements)

For all the texts, only one copy was created and it seems that all the contractual parties' agreed portions were recorded in this particular text.

## (v) Date Formula

The date formula in the Larsa texts is thus:

- L1 The month Simanu (See Cohen 1993)

Line 30-31: in the year he dug the canal of Euphrates.

“Year (Rīm-Sîn) built the great city wall of Iškun-Šamaš on the bank of the Euphrates”.<sup>335</sup>

Sigrist (1990:41-42) translated the year name as: “year he built the wall of Iškun-Šamaš (located) on the bank of the Euphrates”. (Rīm-Sîn 10<sup>th</sup> regal year).

- L2 Line 35: in the year in which Kisurra was seized (20<sup>th</sup> regal year of Rīm-Sîn)<sup>336</sup>

See also Sigrist (1990:48-49): “year he annexed Kisurra to Larsa and with the help of the mighty weapon given to him by Enlil destroyed Durum”.

- L3 Month of **Kin-Inanna** u<sub>4</sub>[...].<sup>337</sup> The festival was held in honor of the goddess Inanna. Cohen (1993:105) opines that the main cultic activities were held in the temple where offerings of grain and cattle were made to the goddess Inanna. Lines 15-17: year 5 he seized Isin (year 34).<sup>338</sup> Sigrist (1988:59-60) refers to the king’s 30<sup>th</sup> reign year and translated the year name as follows: “year the true shepherd Rīm-Sîn with the help of the mighty weapon of An, Enlil and Enki had Isin, the royal place, and its inhabitants whose life he spared taken, and he made great his fame”.

- In L4, the date is not legible due to the damaged tablets.

- L5 Month of Kin-Inanna.<sup>339</sup> TS 6 (BM 33159) Lines 26-27: In the year in which he built the temple of Enki in Ur and the temple of Ninenimma. Rīm-Sîn II regal year 8: year in which (Rīm-Sîn) built the temple of Enki in Ur and the temple of Ninenimma in

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<sup>335</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T10K10.htm> Cited 2 February 2012.

<sup>336</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T10K10.htm> Cited 2 February 2012.

<sup>337</sup> See Cohen (1993:104-106, 227) regarding his detailed discussion of Kin-Inanna.

<sup>338</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T10K10.htm> Cited 2 February 2012

<sup>339</sup> See Cohen (1993:104-106, 227) regarding his discussion of Kin-Inanna.



Enimmar.<sup>340</sup> See also Sigrist (1991:40-41): “year Rīm-Sîn the king had built the temple of Enki in Ur and the temple of Ninenimma in Enimmar”.

- L6 In the month of the process of grain, on the 4th day. **še-gur<sub>10</sub>-ku<sub>5</sub>** is unknown in the calendar, however see the discussion of Cohen (1993:123) regarding the terms **še** and **ku<sub>5</sub>** and possible meaning as “to process grain”. At the end of tablet **mu + é-me-te-ur-sag-gá mu-un-gibil-lá u<sub>6</sub><sup>!</sup>-nir ki-tuš-mah d<sup>d</sup>za-ba<sub>4</sub>-ba<sub>4</sub> d<sup>d</sup>inanna**: “in the year in which he restored (the temple) Emeteursag and built the ziggurat, the magnificent dwelling place of Zababa and Inanna”. It was the 36<sup>th</sup> regal year of king Ḫammu-rāpi from Babylon.<sup>341</sup>
- L7 The following clause is present: **mu ha-am-mu-ra-pí lugal bád<sup>!</sup>-gal-kar-ra-d<sup>d</sup>utu mu-un-dù-a**. It translates as: in the year in which king Ḫammu-rāpi built the great wall of Kar-Šamaš. Year 42 of King Ḫammu-rāpi’s regal year.<sup>342</sup>
- L8 In the month <sup>giš</sup>**apin-du<sub>8</sub>-a**, (the month the seed-plow is let go), the 4<sup>th</sup> day.<sup>343</sup> Lines 38-41: “in the year in which king Samsu-iluna dug the Samsu-iluna-canal brings abundance. (Year in which (Samsu-iluna) dug the Eden-canal (called Samsu-iluna-), canal brings abundance – regal year 4 b)”.<sup>344</sup>
- L9 The following clause is present: lines 19: [**mu Samsu-iluna lugal-e...**] - [Month, Date, Year X Samsu-iluna].
- In L10, the date is not legible due to the damaged tablets.

#### (vi) Seal impressions

In all the texts, seal impressions were present, except for L10 where the seal is unknown. See Part C regarding the seals. The seals are unfortunately not in a satisfactory condition, and

<sup>340</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T10K10.htm> Cited 2 February 2012.

<sup>341</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K6.htm> Cited 2 February 2012.

<sup>342</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K6.htm> Cited 2 February 2012.

<sup>343</sup> See discussion by Cohen (1993:97).

<sup>344</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K7.htm>. Cited 2 February 2012.

some present-day translators did not copy them properly. However, in L4 and L9 the names of some of the witnesses are evident together with their statuses (son or servant of X).

(vii) Rhythmic sequence: essential elements E1-5 and natural elements N1-N12

The essential elements comprise the following outline with the following texts (see Appendix G):

- Larsa seq E.1 - Estate owner: deceased father (DF), contractual party: brothers (B) (Larsa seq E.1: DF:B). In this regard, the following texts contain this sequence: texts L2 (Rīm-Šin I); L3 (Rīm-Šin I); L4 (Rīm-Šin I); L5 (Rīm-Šin II) and L6 Ḫammu-rāpi (L10 undated).
- Larsa seq E.2 - Estate owner: deceased father (DF), contractual party: sister/s (S) and brother/s (B) (Larsa seq E.2:DF;S,B). Only text L1 (Rīm-Sîn I).
- Larsa seq E.3: Estate owner: deceased father (DF) and deceased mother (DM), contractual party: sister/s (S) and brother/s (B) (Larsa seq E.3:DF,DM:S,B). Two texts reflect the sequence, namely texts L7 (Ḫammu-rāpi) and L8 (Samsu-iluna).
- Larsa seq E.4: Complex family relationships – combination of 1-3 (Larsa seq E.4:complex). Only one text, L9 (E4:compDF:B,N) (Samsu-iluna), reflects this combination of a deceased father, brother and nephew as contractual parties.

With the natural elements all the texts, except L3, comprise of Nat 6, 7 and 12 (Nat 6; no claim; Nat 7 an oath; Nat 12 witnesses). L3 only has an oath- and a witness clause.

The natural elements presented in the texts with variations are: Nat 2 “bringing in”; Nat 3 division by lots; Nat 5 “much as there is”; Nat 6 no claim; Nat 7 an oath, Nat 8 a preference portion; Nat 9 “equal shares”; and Nat 12 witnesses.

- Larsa seq 1 Nat: 2,5,6,7,9,12: (Nat 2 “bringing in”; Nat 3 division by lots; Nat 5 “much as there is”; Nat 6 no claim; Nat 7 an oath; Nat 9 “equal shares”; Nat 12 witnesses): The


elements occur in texts L4 and L7.

- Larsa seq 2 Nat: others: (Nat 2 “bringing in”; Nat 3 division by lots; Nat 9 “shares equal”; Nat 5 “much as there is”; Nat 6 no claim; Nat 7 an oath; Nat 8 a preference portion; Nat 12 witnesses). The elements occur as follows in the texts: L1 (Nat 6,7,12); L2 (Nat 5,6,7,12); L3 (Nat 7,9,12); L5 (Nat 3,6,7,12); L6 (Nat 2,3,6,7,9,12); L8 (Nat 2,3,6,7,9,12); L9 (Nat 6,7,9,12); L10 (Nat 3,5,6,7,8,12).

#### 7.2.7.4 Summary

See table outline (*infra*) regarding a synoptic comparison of the different incidental elements of Old Babylonian Larsa.

Table 11 Outline of the incidental elements of Larsa division agreements

LARSA	
<b><i>Division agreement of a deceased family member's estate</i></b> <b><i>Recorded division agreement</i></b> <b><u>Incidental elements:</u></b> <b>“exterior and interior decorations” of the “house”</b> <b>e.g. paint colour combinations, type of windows and doors,</b> <b>floor tiles, carpets, house lights</b>	
	
Written formalities of agreements	
I 1 Names of contractual parties, rank	Names of the contractual parties and their relationship to each other were mentioned in each text.
I 2 Birth order of brothers	Only in text L10, reference was made to birth order as a result of the existence of the <sup>giš</sup> <b>banšur zaggulá</b> clause, the preferential share-clause.
I 3 Description of awards/assets	There were fairly good descriptions of the properties with description of their boundaries in relation to the unit.
I 4 Special legal terms	<p><b>ḥa-la:</b> is the inheritance share of X.</p> <p><b>é kiri<sub>6</sub> <sup>giš</sup>kár nì-šu-gal* nì*-gá*-gál-la ša ad-da-ne ì-ba-e-ne</b> - movable ground, orchard, furniture, goods and liquidities as much as there was, who belonged to their father, they divided.</p> <p><b>ì-ba-e-ne</b> - they divided.</p> <p><b>ur-sè-ga-bi [ì-ba-e]-ne</b> - they [have divided the estate] into equal parts.</p> <p><b>mi-it-ha-ri-iš i-zu-u<sub>4</sub>-zu</b> - they agreed to the division and divides the estate equally.</p> <p><b><sup>giš</sup>banšur zà-gu-la 1 <sup>giš</sup>banšur tur</b> – preference portion.</p> <p><b>ma-na kù-babbar ta-ap-pi-la-at bi-tim</b> - and <sup>5</sup>/<sub>6</sub> mina of silver as compensation for the house.</p> <p><b>u<sub>4</sub>-kúr-šè šeš šeš-ra inim-ma nu-gá-gá</b> – brother against brother will not lodge a claim against another.</p> <p><b>é-a-ni ba-bé-e-eš</b> – they agreed to the division of the houses.</p>

	<sup>giš</sup> <b>sub-ba ì-šub-bu-ne-eš</b> – casting of lots. <b>mu</b> <sup>d</sup> nanna <sup>d</sup> utu <sup>d</sup> amar-utu ù <i>ha-am-mu-ra-pí</i> <b>lugal in-pàd-meš</b> – oath clause.
I 5 Oath clause (king/god)	King and gods: Kings: Rīm-Sîn, Ḫammu-rāpi or Samsu-iluna. Some instances by the god/gods Sîn, Šamaš, Nanna or Marduk.
I 6 Witnesses names, rank/family standing	Witnesses with their rank and standing e.g. (son of X). L4: four merchants mentioned. L6, L7 and L10: scribe mentioned. L9, professions were mentioned: Ilšu-ibnīšu, the surveyor and Puzir-Nazi, the builder.
<b>Qualities of texts</b>	
I 7 Language	L1, L2 and L9 were written in Akkadian and Sumerian. Remainder of the texts in Sumerian.
I 8 Location	Larsa.
I 9 Tablet's condition	Fairly good conditions in the majority of texts. There are a few omitted lines in some tablets due to damage and erosion.
I 10 Number of copies	The entire agreement was recorded on one tablet.
I 11 Date formula	Date formulas in all of the texts, except for L10.
I 12 Seals impressions	Seal impressions in all of the texts, except for L10.
I 13 Rhythm sequence	See Appendix G.

The names of the contractual parties were mentioned in all of the texts.

In texts, L1-L9 there was no preference portion mentioned; only in text L10, reference was made to the birth order, as well as to a <sup>giš</sup>**banšur zaggulá** clause (preference clause).

In the Larsa texts, regarding the description of the assets in some texts, only the more valuable items that were divided were mentioned, such as immovable property and slaves. In the majority of the texts, the following assets were described: namely the description of the unit, the extent of the unit, and the position on, or in relation to a unit. In terms of movable property, a description was furnished to identify the asset, for example, two doors.

In Larsa, special terminology regarding different legal practices in the texts, were thus: **ḫa-la** - the inheritance share of X, **ì-ba-e-ne** - they divided, **u<sub>4</sub>-kúr-šè šeš šeš-ra inim-ma nu-gá-gá** – brother against brother will not lodge a claim against another, and **mu** - the oath clause.

The oath clauses appeared in all ten of the Larsa texts. In these texts, they swore by the king of the day, that is, by Rīm-Sîn, Ḫammu-rāpi or Samsu-iluna, and in some instances by the gods Sîn and/or Šamaš and/or Nanna and/or Marduk. Each text was different, depending on the king and gods named in it. It is unknown whether this was the choice of the scribe and/or the contractual parties. In all the Larsa texts, except one, the contractual parties' agreed portions were recorded in one text only. Therefore, if it were the choice of the parties which king and/or gods to name, then that became the choice of all the contractual parties.

In three texts, the name of the witness and status (son of X), as well as the scribe's name and his profession (**dub-sar**) appeared. In four of the texts, the names of witnesses and their statuses (son of X) were mentioned, and in two texts only the names of the witnesses were recorded and in one text, L9, the names and family relationships are mentioned – son of X. Professions were also mentioned in the following manner: Ilšu-ibnīšu, the surveyor and Puzir-Nazi, the builder.

In three texts, the written language was Akkadian and Sumerian, while the rest of the texts were written in Sumerian.

In all of the texts, only one copy was created, it therefore appears, that all the contractual parties' agreed portions, were recorded in this particular text.

Unfortunately, the majority of the tablets were damaged, but some assessment could still be formed from the details and types of contracts.

There were unique conventions applicable in Larsa for scribal traditions, especially regarding the names of the contractual parties, description of the assets, special legal terms, the oath clause, witnesses, the language which is predominantly Sumerian, the recording of the agreement that was only in one copy, the presence of a date formula, as well as some seal impressions.

## 7.3 NIPPUR: COMPARISON OF TERMS IN DIVISION AGREEMENTS

### 7.3.1 Introduction

Nippur, the ancient city called Niffer today, lies near the city of Diwaniyah. To reach Nippur in the 1880's, it was necessary to travel by boat; however in the Mesopotamian period, the city was situated next to the Euphrates River, and linked with Sippar in the north and Shuruppak in the south (Leick 2001:141).

In this section some notes on Nippur's archaeological-, residential and geographical-, as well as institutional backgrounds are given. Following with a content analysis and comparison study of the different elements-categories in this city-state.

### 7.3.2 Archaeological background

Austen Layard began with excavations in Nippur in 1851; however, he was forced to discontinue working due to the extreme climatic conditions (Leick 2001:141). The University of Pennsylvania in America were interested in the area in the 1880's, sending Peters who commenced with his first season in 1887, and delivered 17 000 tablets to the university (Leick 2001:142).

In 1899, the German Assyriologist, Hilprecht, completed only one season on the site; and after claiming to have discovered the Temple Library of Nippur, he published the book "*Exploration in Bible Land*" in 1903. There was controversy over not only his "position at Pennsylvania's museum", but also around the ownership of the clay tablets shipped to America (Leick 2001:142). In addition, from the start of the excavations, problems ensued. Although there was some careful planning done, numerous problems arose during the excavations: the funds were inadequate, and the local situation around Nippur was unsafe due to unfriendly tribal relations. The temperature was high, and the sandstorms "often parch the human skin with the heat of a furnace" (Postgate 1977:44). The tablets from these 1899-1900 Pennsylvania expeditions, were divided between the Museums of Istanbul, Jena and Philadelphia (Westenholz 1975:1).<sup>345</sup> The state of the Old Babylonian texts were better preserved, than the Sumerian texts, and it was probably due to better quality of clay used for

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<sup>345</sup> Cf. Zettler (1992:325-336) regarding the "behind the scenes" discussion of the history of the University of Pennsylvania and University museum's contributions in the excavations at Nippur.

the tablets (Westenholz 1975:1).

Gibson (1992:33) opines that it is almost impossible to retract “statistically valid collection [from] the Nippur site” for the sand covered the whole area more than three quarters. There were more than 400 dumps left by the Pennsylvania expedition in 1890’s and recent excavations, since 1948.

Unfortunately, at the outbreak of World War I, all plans for excavation ceased; only in 1948 did Chicago Oriental Institute of the university, “in temporary collaboration with Pennsylvania University”, recommenced excavations. These excavations lasted for nineteen seasons, from 1948 until 1990 (Leick 2001:142).

### **7.3.3 Residence and geographical background**

One of the best-preserved ancient maps of a Mesopotamian city was that of the city of Nippur, which according to Van de Mieroop (1997:63), was recorded around 1300 BCE. The fragmentary map included the city wall, its gates, course of the Euphrates river, subsidiary canals and temples. This helps present-day scholars to assess how other Mesopotamian cities would have looked like, although the total layout of this Nippur map was incomplete due to corrosion damage (Van de Mieroop 1997:64).

Nippur was inhabited from the Ubaid period (5000 BCE), and reached its peak in the Ur III period (Leick 2001:143; Gibson 1992:41). During intervals in the Isin-Larsa and Old Babylonian period, “the city shrank in size...the entire southern mound became deserted” (Gibson 1992:42).

In King’s Ḫammu-rāpi ninth year, Rīm-Sîn II of Larsa took control. Samsu-iluna regained the city, but only for a short period. Samsu-iluna managed to revived the city by re-establishing the water supply. According to Leick (2001:143), with Nippur as an example, it is evident that a “Mesopotamian town depended on the fluctuations of the river course”. According to Leick (2001:145), the “behaviour” of the Euphrates River regulated the “fate of Nippur” and other cities alongside the river. The Euphrates changed its course through time (Leick 2001:145-146). A “human” environment was created by extensive early irrigation on the southern alluvial plain of Mesopotamia: for millennia, these geographical areas were

plagued with wind and water erosion (Brandt 1990:67).

In Samsu-iluna's 28<sup>th</sup> year, the king of the Sealands, Ilima-ilu, conquered Nippur. The water supply could not be attained once Nippur was abandoned, a year later after the conquest and only in the Kassite period it regained its residence (Stone 1987:26-28). Gibson (1992:42) also considers the large scale abandonment because of the shortage of water supply. Complete abandonment at Nippur occurred at about 1720 BCE (Stone 1987:26).<sup>346</sup>

### **7.3.4 Institutional background**

Leick (2001:143) opines that Nippur's role in the "southern city-states and centralized kingdoms is unusual" for it "was never a seat of government but derived its prestige from a position of neutrality, and its potential for legitimizing hegemony over the whole country". She considers Nippur to be "a town of academics, a Mesopotamian Oxford or Cambridge" and made the statement that it had a "reputation as much for intellectual snobbery as for erudition in obscure disciplines" (Leick 2001:143).

Although, Nippur "never possessed a ruling dynasty of its own", the city-state managed to maintain "political neutrality, while acting as a religious centre to which other cities and rulers turned" (Bertman 2003:27).

With the excavation of the mounds by archaeologists, the residential quarters of the Old Babylonian period "clearly showed the fluctuation of wealth and population density" (Leick 2001:143). The named "scribal quarter" delivered tablets of high quality from private houses. Numerous tablets from the Old Babylonian period were discovered from the reigns of its kings. When the Old Babylonian King Rīm-Šin conquered Isin, a thirty year peaceful period began for Nippur. However, during this king's reign there were still "inequalities and imbalances in the social system" (Stone 1987:25). There were lesser private transactions recorded during the reign of Rīm-Šin; in relation to those in the reign of Ḫammu-rāpi. Private economic activities heightened in King's Ḫammu-rāpi reign (Stone 1987:26).

Ekur or "Mountain House", was the god Enlil's temple, and the most important temple of the god (Bertman 2003:27).<sup>347</sup> Another significant temple was that of the god Enlil's daughter,

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<sup>346</sup> Cf. discussion by Gibson (1992:33-53) of a sketch of Nippur's settlement history.

<sup>347</sup> Cf. discussion by Lambert (1992) regarding the position during the old Babylonian period of Enlil the



Inanna (Bertman 2003: 28). The gods in Nippur, as in the other cities, played a major role, and the inhabitants of the cities were “thought to depend entirely on the benevolence and active protection of the city gods” (Leick 2001:146). The main gods of Nippur were Enlil, Ninurta and Inanna (cf. Leick 2001:151-158). Like its god Enlil, Nippur was known for “the place where decisions were made and promulgated”. This was a divine, and human assembly (Lieberman 1992:129). As a result it became a “centre of law expertise” and an educational centre (scribal schools) (Lieberman 1992:134).

Nippur was also well-known for its huge agricultural holdings around the temples, with occupations filled to accommodate the temples’ economic activities. There were a large number of labourers and field workers, gardeners, and temple personnel such as singers, musicians, exorcists, diviners and specialists in different cultic practices (Leick 2001:159).

Leick (2001:159) opines, “religious titles were linked to the political state of Nippur”. Nippur had several temples and albeit, they were “prosperous or influential”, Leick (2001:158) opines that they had a “large number of personnel” and therefore that there were an “unusually high concentration of literate persons” in Nippur. The division texts described the allocation of temple offices: in Nippur, these offices “were enumerated according to status, either by usufruct of temple lands, which could be leased, or ration, some of them large enough to be further distributed, some to cover subsistence needs”. The temple offices could be inherited, offered by the king and temple authorities, and acquired by adoption by an official who bequeath the office to his adoptee beneficiary of his deceased estate, by means of an inheritance (Leick 2001:159).

Only a small temple archive was excavated dating from the Isin-Larsa and early Old Babylonian periods. What could be gathered from the tablets was “a form of bookkeeping which listed incoming and outgoing offerings and rations expenditures”. It seems that the deities received offerings of food and items, which were “redistributed” to the temple personnel. It was a complex calculation of distribution, and there must have been a “central authority” (Leick 2001:160).

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“lord of the lands”, who was also the god of the city Nippur, in relation to the exalted Marduk “lord of the heaven and earth/netherworld and god of the city of Babylon (Lambert 1992:125). Lambert (1992:119-126) illustrates that Enlil’s supreme position in the Sumerian pantheon, who was the god who make important decisions, loses his political power as the god of Nippur, in the third millennium BCE, to that of the god Marduk and the city-state Babylon.

The temples with their economic activities, and the great estates of Nippur with their dependants and workers, all required a complex and efficient administration; the demand for “decision” by specialists in oracles and legal matters, and the “liturgy of the gods” with its songs, hymns, incantation, literary works, and so forth, all depended on the scribal services (Leick 2001:160).

### 7.3.5 Essential elements

#### 7.3.5.1 Introduction

The essential elements (basic requirements) must be present for an agreement to be categorised as a division agreement. In the Nippur texts N1-10, Part C, these elements are present in the division agreements implicitly by means of specific terms, while in a few instances conclusions could be drawn indirectly from the context of the agreement.<sup>348</sup>

#### 7.3.5.2 Family connection of contractual parties/co-owners

The division agreement must be an agreement between family members. In most of the Nippur texts, the brothers were contractual parties; only in a few texts were other family members included as contractual parties to the contract. The family connection outline is thus:

- In N1, three brothers<sup>349</sup> were contractual parties to a division agreement.<sup>350</sup>
- In N2, possibly, a nephew and an uncle<sup>351</sup> were contractual parties to a division contract.<sup>352</sup>

<sup>348</sup> See table 21 in the conclusions-section of this chapter to understand the logical flow of the essential elements of Nippur.

<sup>349</sup> <sup>d</sup>Sîn-imguranni (eldest), Tarîbum and Anu-pî<sup>d</sup> Ilabrat, the sons of the deceased father, <sup>d</sup>Sîn-îriš. Terms used are **šeš-gal** (oldest brother), **šeš-a-ni** (his brother) in the inheritance portion-section and **ibila** (heirs). See Part C, N1.

<sup>350</sup> This is a division agreement between three brothers <sup>d</sup>Sîn-imguranni (eldest), Tarîbum and Anu-pî<sup>d</sup> Ilabrat wherein they divided by mutual agreement (line 12) their communally held inheritance, inherited from their deceased father's estate, <sup>d</sup>Sîn-îriš. <sup>d</sup>Sîn-imguranni was the eldest brother as shown in lines 4 and 14. The contractual parties agreed in one document to the whole division of the paternal estate (O'Callaghan 1954:137).

<sup>351</sup> Ududu, the son of the elder brother and <sup>d</sup>Ninib-rim-ili, the nephew. See the term use: **dumu-šeš-gal** (son of the elder brother) in Part C of text N2.

<sup>352</sup> The text is a division agreement between Ududu, the son of an elder brother (line 6) and Ninib-rim-ili. No implicit reference in the text was made to Ninib-rim-ili as a brother or uncle; however in the context of the text there seems to be a family link. It could be an agreement between brothers, cousins or an agreement between

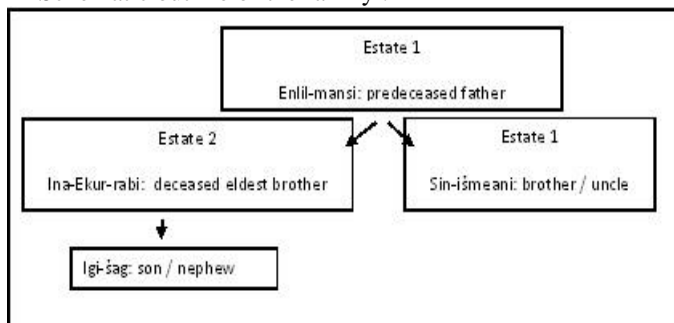
- In N3, the deceased father<sup>353</sup> and his sons, as brothers, agreed to the division of an estate.
- In N4 the daughter<sup>354</sup> and an unknown party to the deceased (possibly the stepfather of the daughter and spouse of the deceased's wife), who by agreement adopted the daughter as beneficiary to his estate, were contractual parties to the division agreement.
- In N5, there were two estates involved.<sup>355</sup> The first estate was that of the predeceased father<sup>356</sup> of the deceased older brother,<sup>357</sup> and his younger brother.<sup>358</sup> This younger brother was a contractual party along with the deceased brother's son.<sup>359</sup> The second estate was the estate of the deceased older brother,<sup>360</sup> who died – presumably after or simultaneously with his predeceased father. The deceased brother's son together with the deceased's younger brother, inherited this estate: the estate of the predeceased father/brother and grandfather/father form part of the terms of this division agreement. For some unknown reason the estate of the first deceased was not divided between the brothers; now, after the one brother's death, his property and his inheritance deriving from the deceased's father, form part of this division agreement.
- In N6, four brothers<sup>361</sup> were involved in a division agreement. Only one contractual

a nephew and an uncle. It seems more likely from the context of the text that it is a division agreement between a son of the eldest brother and a younger brother, or in other words an agreement between a nephew and an uncle. In other Nippur texts, the son of the predeceased brother usually concluded a division agreement with his uncle, the brother of his predeceased father. See in this regard texts N2, N4 and N9.

<sup>353</sup> Lugal-azida (father) and his sons NinIB-nirgal and Rim-Ištar (brothers). See terms used in Part C, N3: **šeš-a-ni** (his brother) and **ibila** (heirs of X).

<sup>354</sup> Narubtum (daughter, **dumu-sal**) and Ur-Pabilsagga (unknown party, possibly stepfather).

<sup>355</sup> Schematic outline of the family :



<sup>356</sup> Enlil-mansi. Terms used in texts are : son of (**dumu**) and children of (**dumu-meš**). See Part C.

<sup>357</sup> Ina-Ekur-rabi.

<sup>358</sup> Sin-išmeani.

<sup>359</sup> Igi-šag.

<sup>360</sup> Ina-Ekur-rabi

<sup>361</sup> Sons of their unnamed father, the elder brother Ur-Duazagga, and others: are Ellil-lušag, Ur-DUN-PA-ea, Nannar-ara-mungin. Terms used are elder brother (**šeš-gal-la**), his brother (**šeš-a-ni**), etc. See Part C.

party's share, that is, the share of the elder brother,<sup>362</sup> was recorded in this text. Unlike the other Nippur recorded agreements, this transaction reflects only one brother's share, even though Poebel refers to the text as the "division of an inheritance among four brothers" (Hilprecht 1909:23). From the context of the text, it seems that there were four brothers involved. However, three brothers were directly mentioned in the "bringing in", by means of a payment to one of the brothers. Reference to the brothers was also made in the description of the recorded brother's share. It seems there was a division agreement between the brothers in the paternal estate, due to the presence of the **zaggula** bowl in Column 15 – where the text mentions "the privilege of the elder brother".

- In N7, two brothers<sup>363</sup> were contractual parties in the assets of their father's estate.
- In N8, brothers<sup>364</sup> were contracted in a division agreement of the deceased estate assets in their father's<sup>365</sup> estate.
- N9 was a recorded division agreement<sup>366</sup> between an uncle<sup>367</sup> and his nephews.<sup>368</sup>
- In N10, two brothers<sup>369</sup> were contracted in a division agreement in their father's estate.

### 7.3.5.3 Estate owner: kinship relationship

- In N1,<sup>370</sup> N3,<sup>371</sup> N8<sup>372</sup> and N10,<sup>373</sup> the deceased father's estate was divided.

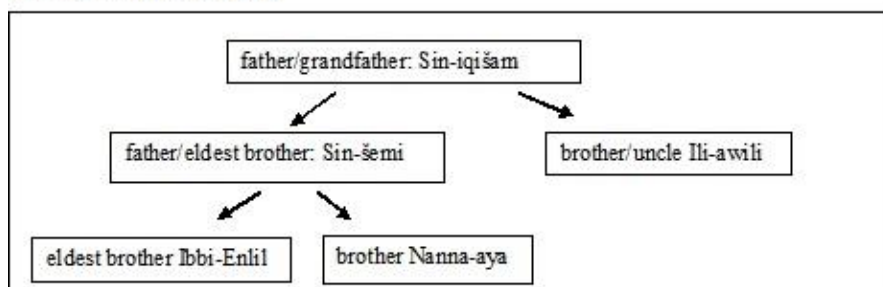
<sup>362</sup> Ur-Duazagga.

<sup>363</sup> The eldest brother, Nanna-meša and younger brother Adda-kala. Term **šeš-gal** (eldest son). See Part C

<sup>364</sup> Ninurta-muštal (probably the eldest), Namaršu-lumur & Muna-wirum.

<sup>365</sup> Ibbi-Enlil.

#### Family members involved



<sup>366</sup> Ili-awili.

<sup>367</sup> Ibbi-Enlil and Nanna-aya. See terms used in Part C.

<sup>368</sup> The eldest brother Mannum-mešu-liššur and younger brother Munawiru. See terms used in Part C.

<sup>369</sup> <sup>370</sup> <sup>371</sup> <sup>372</sup> <sup>373</sup> <sup>374</sup> <sup>375</sup> <sup>376</sup> <sup>377</sup> <sup>378</sup> <sup>379</sup> <sup>380</sup> <sup>381</sup> <sup>382</sup> <sup>383</sup> <sup>384</sup> <sup>385</sup> <sup>386</sup> <sup>387</sup> <sup>388</sup> <sup>389</sup> <sup>390</sup> <sup>391</sup> <sup>392</sup> <sup>393</sup> <sup>394</sup> <sup>395</sup> <sup>396</sup> <sup>397</sup> <sup>398</sup> <sup>399</sup> <sup>400</sup> <sup>401</sup> <sup>402</sup> <sup>403</sup> <sup>404</sup> <sup>405</sup> <sup>406</sup> <sup>407</sup> <sup>408</sup> <sup>409</sup> <sup>410</sup> <sup>411</sup> <sup>412</sup> <sup>413</sup> <sup>414</sup> <sup>415</sup> <sup>416</sup> <sup>417</sup> <sup>418</sup> <sup>419</sup> <sup>420</sup> <sup>421</sup> <sup>422</sup> <sup>423</sup> <sup>424</sup> <sup>425</sup> <sup>426</sup> <sup>427</sup> <sup>428</sup> <sup>429</sup> <sup>430</sup> <sup>431</sup> <sup>432</sup> <sup>433</sup> <sup>434</sup> 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- In N2, N6 and N7 an unnamed deceased father's estate was divided.
- In N4, two estates of a mother and grandmother were divided.  
N5 was a division agreement in two deceased estates, the first being that of a predeceased father, and the second partly that of the deceased older brother, who died presumably after or simultaneously with his predeceased father.
- In N9, the estates of a predeceased father and brother were divided.

#### 7.3.5.4 *Estate assets: fully or partially divided*

In the context of each text an assessment could be made, to a certain extent, on whether all or some of the inherited estate assets were divided and awarded to the different contractual parties, according to a division agreement. Such an assessment follows:

- In N1, it seems that all the estate assets, movable and immovable property were described in the text.
- In N2, different assets were described. The whole of the estate was probably divided and consists of various estate assets, namely: the office of the anointing-priest of the goddess Ninlil, and the office of the **purshumu**, with an irrigated field for sustenance, and another irrigated field and constructed house, garment, fifteen shekels in money, **zaggula** bowl, **itgurtu**-instruments, beds, chairs and male slaves. No mention was made of the “bringing in” of goods or cash.
- In N3 only a house and money were divided. In the text, no movable property was mentioned, such as house goods.
- In N4 houses, upland gardens, maid-slaves, man-slaves, and property, for example “1½ acres of **usû** field for additional payment for Ishkur-rim-ili, the man-slave” were mentioned. Each party was awarded a male and female slave, however one contractual party<sup>374</sup> received a male slave<sup>375</sup> who was worth more than the other slaves. An additional field was brought in as payment for that slave. The words used in the text were: **ki-búr-**

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<sup>372</sup> Ibbi-Enlil.

<sup>373</sup> Nuska-amah.

<sup>374</sup> Narubtum.

<sup>375</sup> Ishkur-rim-ili.

**ru.**<sup>376</sup> Additionally, the parties agreed that a third of the grandmother's fortune should be part of the agreement. It is uncertain what this fortune consisted of.

- In N5 items such as a house, field and garden, furniture, the “bringing in” of six shekels of silver and held the office of a priest of Enlil for six months per year were reflected in the division agreement.
- In N6 items such as fields, a garden, a house, an office, a door, a beam, furniture, a bowl and food of the **kala** office were agreed upon in the division agreement.
- In N7 the estate seemed to be fully divided containing a variety of assets, including custodianships, a house, and movables such as doors, fields, a wagon wheel, boards and a chair.
- In N8, it is not clear if the whole of the estate was involved. In the agreement, the text only mentioned the edadi-ship and stipulated that the inheritance be divided by casting lots.
- In N9, the assets were not mentioned in detail, but it seems that the inheritance estate assets were fully divided.
- The tablet of text N10 was badly damaged and therefore a proper assessment could not be made of the type and quantity of the divided awarded assets, although it seems that the valuable assets were distributed by agreement, which included various custodianships of gates and temples, one ceremonial family table which was the preference portion of the eldest brother, a house property and a house plot.

#### 7.3.5.5 *Mutual Consent*

The term **šega** from **še-ga-ne-ne-ta**, which means agreement is a common term used to reflect the mutual agreement, reached between the contractual parties. This mutual consent term occurred as follows:

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<sup>376</sup> The named **búr** clause is also reflected in exchange documents where the parties' aim is a *quid pro quo* division of the assets.

- In N1, N2, N3, N5, N7, N8 and N10 the contractual parties concurred in mutual agreements, and divided the inheritance by using the term **še-ga-ne-ne-ta**.
- In N4, the parties implicitly mutually agree to an equal division. The contractual parties only stated that they had divided the estate into equal parts, and in the future, neither party would have the power to revoke this agreement.
- Text N6 does not mention a mutual agreement; however, the text is damaged and thus a proper conclusion could not be reached.
- In N9, the mutual agreement was implicitly mentioned. However, the terms **ḥa-la** and **ba** were present and translated in context as: “the brother of their father has been given (his) inheritance portion”. This should be read together with: will be divided equally by lot.<sup>377</sup>

#### 7.3.5.6 *Raison d’être*

The mechanisms – an exchange, sale (“bringing in”) and donation, constituted the discontinuation of co-ownership and the change to sole-ownership regarding certain assets or portions of assets, and the variation thereof occurred, are thus:

- In N1, the unique solutions found in the division agreements were those where the deceased estate assets were divided in meticulous equal portions of sole ownership. The deceased father’s estate was divided by paying attention to the **in-na-an-búr** clause, and balancing the value of each deceased estate asset awarded to a beneficiary, as a *quid pro quo* in conjunction with the rule of preference-portion, of the eldest brother (**gišbanšur zag-gú-lá síb-ta mu-nam-šeš-gal-šè**) and the casting of lots (**giššub-ba-ta in-ba-eš**).
- In N2, the terms **še-ga-ne-ne-ta** <sup>giš</sup>**šub-ba-ta in-ba-eš**, translate as they mutually agree to a division by lots. In this text, there was a division of the inheritance between the brothers Ududu and <sup>d</sup>Ninib-rim-ili to change their communally-shared inheritance to sole ownership. It is impossible to assess if this was a *quid pro quo* division. Ududu received

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<sup>377</sup> Column 3, line 9-10 : **šeš ad-da-ne-ne ḥa-la-ba in-ne-en-ba**; and column 3, line 19: **téš-a síg-ga-bi in-ba-eš-a**.

far less assets in relation to his brother <sup>d</sup>Ninib-rim-ili. The awarded assets of the second contractual party, <sup>d</sup>Ninib-rim-ili, were evaluated by an unknown person, although it seems that the contractual parties were in mutual agreement with the whole division and by implication, this included the valuation of the assets. The awarded assets of Ududu, were not valued. The brother, <sup>d</sup>Ninib-rim-ili, was the only party who received cash. There were only two items, which the contractual parties received in equal parts. No monetary value was placed on these items, maybe because they both received the same kind of item? Though, although both contractual parties received an irrigated field, only the field of <sup>d</sup>Ninib-rim-ili, was valued. Furthermore, Ududu received the office of the anointing priest of the goddess Ninlil, and the office of the **purshumu**, together with one irrigated field for its sustenance. According to Chiera (1922:53), certain fields, attached to the temple-offices, were paid as remuneration or a part thereof. <sup>d</sup>Ninib-rim-ili's awarded field was not connected with the priesthood. In addition to the field, <sup>d</sup>Ninib-rim-ili received, a house which was also valued. In line 4, one **zaggula** bowl was awarded to Ududu whose assets were not valued.<sup>378</sup> Chiera refers to Poebel who stated that the presence of the **zaggula** bowl, "nearly always" indicates the existence of a preference portion for the eldest brother (Chiera 1922:53). The awarded **zaggula** bowl, together with the fields, that could be considered as a salary from the priesthood, could maybe strengthen the argument that the receiver, Ududu, was awarded more valuable property than his brother.

- In N3, a *quid pro quo* agreement between brothers was concluded. Each brother received the same assets, consisting of houses and seven shekels of silver for each party. The division of the assets were equal in value.
- In N4, the one contractual party<sup>379</sup> received more immovable property than the other. A slave was then awarded to one of the contractual parties<sup>380</sup> by means of a **búr** clause, where the receiver had to pay for receiving the slave, to equalise the value of the awarded assets to all of the contractual parties.
- The division agreement in N5 was an agreement between Igi-šag and his uncle, who was the younger brother of Igi-šag's father. Two estates were involved. See schematic outline

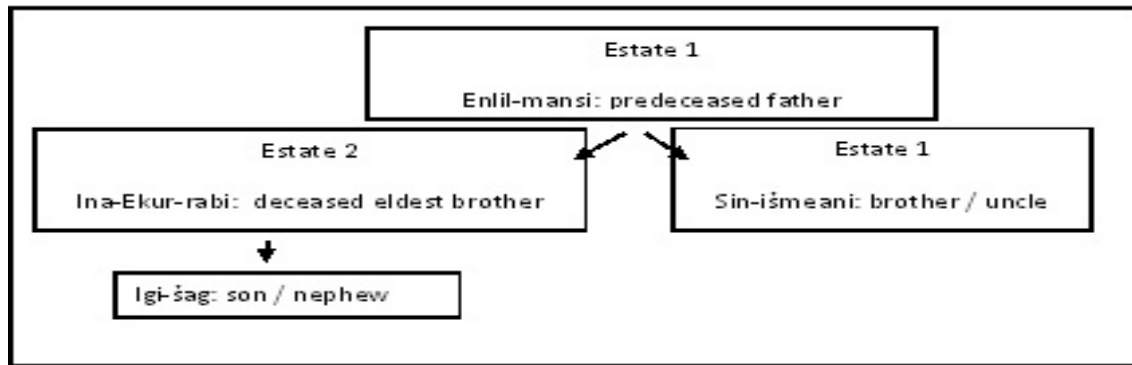
<sup>378</sup> Line 4: I <sup>giš</sup>**banšur zag-gu-lá** <sup>giš</sup>**liš** - one **zaggula** bowl.

<sup>379</sup> Ur-Pabilsagga.

<sup>380</sup> Narubtum.



of the family (*infra*).



**Figure 12 Schematic family outline of N5 division agreement**

Poebel is of the opinion that this text is of “special interest”. It recorded a “division already effected” where the enumerated heterogeneous portions of the two beneficiaries, nephew and uncle, were to balance each other, and include a “future division” regarding the rest of the inheritance, which the parties stated with the phrase: **ni-ba-e-ne** “they shall divide” (Hilprecht 1909:25). The text does not provide background information on why the parties wanted to conclude a division agreement. Normally, it seems that a division of the assets occurred at the time of the death of the estate owner: in this case the grandfather or father. It seems in this case that a division occurred later, but no reason was given for the delay. Either it could have been due to the sudden death of the brother, or that the two brothers were content with co-ownership, so that only at the time of death of one brother, the surviving brother and nephew, the son of the deceased brother, wishes to conclude an agreement to escape the perils of co-ownership. Different elements are in place here; however it is still a typical Nippur agreement, contracted with elements present, such as the preference rule (<sup>giš</sup>**bansur zag-gú-lá**) in section A of the text, and a “bringing in” clause (**in-na-an-búr**) before the inheritance share clause in Part B of the text, regarding the uncle who had to receive money in order to rectify an unequal division. In Part, C there is a *quid pro quo* division of the estate assets. Thus, the text was neatly divided into three parts, of which the first part of the tablet is accompanied by a division line. The first<sup>381</sup> and second<sup>382</sup> parts consisted of the assets derived from the inheritances

<sup>381</sup> In the first section, the preference rule was applied and awarded to the son of the deceased oldest brother. In this section, the son by agreement, received one **sar** built house and three acres of **dabta** field, which according to the second section seems to be part of the predeceased father’s estate, and which should have been divided by the two brothers; however for some reason this did not occur. It could have been that the two brothers were co-owners, or that the deceased brother died a sudden death before an agreement could be finalised. In order for the son of the deceased brother to receive the house and land, deriving from their predeceased father’s estate, the surviving brother and his nephew agreed that the nephew had to pay six shekels

of both estates. In the last section, the parties dealt with the assets of the deceased brother's estate, since every contractual party received half of each asset, including furniture, a house, a garden and a field. Interesting to note is that in sections 1 and 2, regarding the inheritances of both estates, the parties clearly described and provided the dimensions of the assets, but in the last section, pertaining to the estate of the deceased elder brother, no clear descriptions were given.<sup>383</sup>

- In N6, a reshuffling of estate assets were involved, where the preference rule was applied, and an exchange, together with some *quid pro quo* division took place, by paying some of the brothers for their received share. The eldest brother received, as part of his preference portion, two shekels of silver from the purchase price of a slave and a fourth (of a shekel) of silver for a unknown ring (text was damaged), which one brother<sup>384</sup> paid him. There was a 5½ **gan** of “great reed” field awarded to the eldest recorded party, as an equivalent of a built house. The office of the **pashishu** of the temple of Ninsun, was also awarded to the eldest as an equivalent of the **usû** field. The eldest brother paid for a female slave, whose value in money was 11 shekels.
- In N7, a *quid pro quo*-division of a more or less equal division of the estate assets took place. Although the eldest brother was identified, no preferential share was awarded to him. Further, the contractual parties divided the shares of a certain orchard up into lots.
- In N8, a reshuffle of the inheritance estate assets took place in order to shift from co-ownership to sole ownership. The contractual parties were in mutual agreement and divided the inheritance by casting lots.

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of silver to his uncle (including the priest's office).

<sup>382</sup> In the second section, the uncle received two **sar** of built house, two and one-thirds of waste ground and nine **gan** of **dabta** field. This seems to derive from the uncle's predeceased father's estate. In section 2, the **bûr** clause was present.

<sup>383</sup> Poebel differentiates between the agreements of Nippur, Larsa (Tell Sifr) and Sippar. He opines that in Nippur in certain instances, the contractual parties acquired fixed shares by agreement in advance of a future division that would still occur. The same applied to the agreements of Larsa (Tell Sifr). In Sippar, an interesting division was effected. By agreement, the beneficiaries received deeds, and the portions of the contracting parties were allotted. The following provision was thus made at Sippar, however, it was the custom to furnish the beneficiaries with deeds, in which the portions of all persons participating in the division were not put down, but only the portion of the person for whom the document was drawn up, followed by an addition like this “all this, the inheritance of X, which he divided with Y, Z, etc., his brothers, has been definitively allotted. The property which (later) shall turn up, they shall divide into equal parts” (Hilprecht 1909:27).

<sup>384</sup> Ellil-lushag.


- In N9 the text states that the “heir of Sin-iqišam, the father being Ili-awili, the brother of their father has been allotted his inheritance portion. So that in future neither Ibbi-Enlil nor Nanna-aya would raise a claim against the heirship of Ili-awili, they swore in the name of the king. According to the sealed tablet of the division (of inheritance), the items of Ili-awili and those of Sin-šemi will be divided equally by lot”.
- In N10 the term **še-ga-ne-ne-ta** appears. Stone & Owen (1991:87-89) did not translate this term fully and it seems that the various custodianships, the preference portion, house property and house plot were divided by mutual agreement and by lots between the brothers using the terms **še-ga-ne-ne-ta** <sup>giš</sup>**sub-ba-[ta in-ba]-eš**.

### 7.3.5.7 Summary

The essential elements of a division agreement are present in all of the ten division agreements of Old Babylonian Nippur.

See table outline (*infra*) regarding a synoptic comparison of the different essential elements of Old Babylonian Nippur.

**Table 12 Outline of the essential elements of Nippur division agreements**

<b>NIPPUR</b> <b>Division agreement of a deceased family member's estate</b> <b>Oral division agreement reflected in recording on tablet</b> <b>Essential elements:</b> <b>Basic requirements “to be a house”</b> <b>“building materials” for a house e.g. walls, roof, windows, door</b>		
Family connection	Brothers, nephew and an uncle, daughter/granddaughter.	
Deceased estate owner	Deceased father's estate (elementary division). Two estate properties are divided among family members (complex division).	
Estate assets	Whole of the estate is divided, varieties of assets, mostly involving edadi-ship.	
Mutual consent	<b>še-ga-ne-ne ta</b> (Sumerian).	
<i>Raison d'être</i>	Mechanisms: exchange and “bringing in”, sometimes donation (small scale). Supported by: <b>in-na-an-búr</b> : balancing the value of each deceased estate asset awarded to a beneficiary as a <i>quid pro quo</i> in conjunction with the rule of preference-portion of the eldest brother ( <sup>giš</sup> <b>banšur zag-gú-lá síb-ta mu-nam-šeš-gal-še</b> ) and the casting of lots ( <sup>giš</sup> <b>sub-ba-ta in-ba-eš</b> ).	

Family connection: In six of the ten texts (N1, N3, N6, N7, N8 and N10), only brothers are

involved in the division of the estate of their deceased father. In N2, the contractual parties are brothers or a nephew and an uncle. In N4, as an anomaly in the agreement of the Old Babylonian Nippur division texts, the estates of women are divided, and the contractual parties are the daughter/granddaughter of the deceased, and the husband of the deceased woman. This agreement contained a unique clause, namely an adoption agreement between the contractual parties, wherein the stepfather adopted the daughter/granddaughter of the deceased.

Deceased estate owner: In N5, two deceased estates are involved in the division agreement of the deceased father and eldest brother. The contractual parties are the nephew and uncle. In N9, two estates of the deceased father and brother are also involved in a division agreement: the contractual parties are brothers and nephews. Thus, there seem to be two different types of estate division: an elementary one noted in most of the texts, where only the deceased father's estate is divided, and then a more complex division of deceased estates, where two estate properties are divided among family members. Only four of the ten Nippur texts reflected the characteristics of a complex division.

In all the texts, family members are involved, except for an anomaly situation in text N4. In this text, the parties, although not related by blood, concurred by means of an adoption agreement at the death of the adopted father that the adopted daughter would receive her inheritance deriving from the estates of her mother and grandmother.

Estate assets: In nine of the ten estates there are varieties of assets, mostly involving **edadi**-ship, where it was only mentioned in one estate, namely in N8. Thus, it seems that for each of the nine estates, the whole of the estate is divided.

Mutual consent: In seven of the ten estates, the term **še-ga-ne-ne ta** (in mutual agreement) is mentioned explicitly, but in the other three texts (N4, N8 and N9), it could be ascertained from the context, that the parties mutually agreed to an agreement.

*Raison d'être*: In the ten Nippur texts, the mechanisms for the division of the estates, rested in the exchange, together with the "bringing in" mechanism. Using these mechanisms in the division agreements, the deceased estate assets are divided into equal portions of sole ownership. The deceased parent's estate is divided by paying attention to the **in-na-an-búr**

clause, balancing the value of each deceased estate asset awarded to a beneficiary as a *quid pro quo*, in conjunction with normally the rule of preference-portion of the eldest brother (<sup>gis</sup>**banšur zag-gú-lá síb-ta mu-nam-šeš-gal-šè**), and the casting of lots (<sup>gis</sup>**šub-ba-ta in-ba-eš**). Notwithstanding the efforts to devise an equal division, there are some instances where a donation is used as a mechanism for division. However, dividing an estate with complex assets is difficult, and donations are occasionally made, but only on a small scale. It is evident from the “bringing in” mechanism, that the parties are striving to achieve an equal division of property. Not an easy task, considering that the preference share is devised in seven of the ten agreements.

It is concluded that in all ten of the texts the basic requirements needed for the agreement to comply with the essential elements of a family deceased division agreement were present, if not implicit.

### 7.3.6 Natural elements

#### 7.3.6.1 Introduction

Natural consequences derived from division agreements through practice and law. The following terms were utilised under the Nippur texts, namely the adoption clause (Nat 1), bringing in (Nat 2), division by lots (Nat 3), no claim (Nat 6), an oath (Nat 7), a preference portion (Nat 8) and witnesses (Nat 12).<sup>385</sup>

The <sup>gis</sup>**banšur/ zag-gú-lá síb-ta mu-nam-šeš-gal-šè** clause reflected the privileged portion of the eldest brother. The clause <sup>gis</sup>**banšur/ zag-gú-lá** meant “a cultic table”; while **síb-ta** denoted an “additional share”. The <sup>gis</sup>**šub-ba-ta in-ba-eš** clause referred to a division by lots where the parties agreed to the division. Owing to the presence of this clause, the divisions of the different assets were more or less equal.

The <sup>gis</sup>**šub-ba-ta in-ba-eš** clause was present in most cases with the **šeš-a-ne-ne-ra in-na-an-búr** clause. The **búr** clause stated that one contractual party would pay in balance to his brother/s.

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<sup>385</sup> See table 21 in the conclusions-section of this chapter to understand the logical flow of the natural elements of Nippur.

### 7.3.6.2 Adoption/support (Nat 1)

The adoption clause was implemented only in one text, that is, N4. This clause is present in the division of two deceased estates. There are anomalies present, namely two deceased women's estates were divided and the division agreement is between the daughter/granddaughter and presumably her stepfather.<sup>386</sup>

In the adoption clause of text N4, Ur-Pabilsagga adopted Narubtum and both of them received a house and slaves. Ur-Pabilsagga received a field and an additional (**búr** clause) slave.<sup>387</sup>

### 7.3.6.3 Bringing-in (Nat 2)<sup>388</sup>

Texts N3, N7, N9 and N10 contained no **búr** clause. Six of the ten texts consisted of one or more “bringing in” clauses with different meanings. The majority were used to equalise the values of the awarded assets. Examples in the Nippur texts are thus:

- In N1, see the clause, which translated as: “1 tray he paid in balance to his brothers”.<sup>389</sup> The third brother, Anu-pî<sup>d</sup> Ilabrat, was not married at the time of his father's death. For purposes to remunerate him, for his **terḥatum** not received in the paternal estate, the brothers agreed that he would not share in the responsibilities of the debt of the paternal estate. O'Callaghan (1954:141) refers to LH paragraph 166,<sup>390</sup> where a division of the paternal estate occurred between the beneficiaries and sons of the deceased. In a case where a “minor” son had not taken a wife yet, the other brothers would set aside a portion of money as a “purchase price” (**terḥatum**) in order to secure a wife for the minor son in the future. In the text (lines 9-10), no money was set aside, although the third brother who did not have a wife, would not be held responsible for the debts of the paternal estate. This, O'Callaghan (1954:141) considers a “practical procedure”. Other “bringing in” clauses in N1 are: six silver shekels, by reason of the surplus of the house<sup>391</sup> and the work

<sup>386</sup> It seems that Ur-Pabilsagga is the husband who married the deceased after she was widowed or could be the deceased's brother; or even the son (C3-4: *ú Ur-<sup>d</sup>Pa-bil-sag-gá egir dam-a-na-ka*).

<sup>387</sup> See C3-4: *ú Ur-<sup>d</sup>Pa-bil-sag-gá egir dam-a-na-ka nam-ibila-ni-šú ba-da-an-ri-a*.

<sup>388</sup> Term **búr**.

<sup>389</sup> *šeš-a-ne-ne-ra in-na-an-búr* - line 13.

<sup>390</sup> Paragraph 166 translated by King (Avalon Project. Code of Hammurabi) <http://avalon.law.yale.edu/ancient/hamframe.asp>. Cited 26 January 2011: If a man take wives for his son, but take no wife for his minor son, and if then he die: if the sons divide the estate, they shall set aside besides his portion the money for the “purchase price” for the minor brother who had taken no wife as yet, and secured a wife for him.

<sup>391</sup> Reverse, lines 1 -2 *ù á-kúš-Û é-a Ta-ri-bu-um-ke<sub>4</sub> <sup>1</sup>Anu-pî-<sup>d</sup>Ilabra-ra in-na-an-búr*.

put in on the house, Tarībum has paid in balance to Anu-pi-<sup>d</sup>Ilabrat.<sup>392</sup>

- In text, N2 there was a division of the inheritance, in order to move from communally ownership to sole ownership.<sup>393</sup> It is impossible to assess if this was a *quid pro quo* division. In addition to a field, Ninib-rim-ili received a house, which was also valued.
- In text N4, Ur-Pabilsagga and Narubtum received the divided portions of the deceased's estate in equal parts, because the **búr** clause was applied, where a field was brought into the estate to equalise the value of the property for each party.
- In N5 the **búr** clause was applied stating that the one contractual party took in addition to his inheritance a certain asset, and that the contractual parties shall divide the estate into equal parts.<sup>394</sup>
- Text N6 states that one contractual party would pay the other.<sup>395</sup>
- In text N8 there was no specific **búr** clause term, although there was an add-on of property to equalise the division in lines 11-13: regarding the share of Namaršu-lumur which includes “the edadi-ship of Enlil and Ninlil for 20 days annually (the custodianship) of the Craftsmen's gate for 12<sup>1</sup>/<sub>2</sub> days annually; because the temple offices were not sufficient, (the custodianship) of the Duku gate for 12 days annually (was added)”.

#### 7.3.6.4 Division by lots/in good will (Nat 3)<sup>396</sup>

This clause occurred in eight of the ten texts (except in N3 and N6) of the Nippur family deceased division agreements, their meanings follow:

- In text N1, the parties stated that: they have divided by lot,<sup>397</sup> as well as in text N2: they

<sup>392</sup> Reverse, line 13 **šeš-a-ne-ne-ra in-na-an-búr** - he paid in balance to his brothers.

<sup>393</sup> **[še-ga-ne-ne]-ta** <sup>gis</sup>**sub-ba-ta in-ba-eš** - division by lots.

<sup>394</sup> **in-na-an-búr** – line B13: taken in addition to his inheritance and **ni-ba-e-ne** – line C2: they shall divide into equal parts.

<sup>395</sup> **in-na-an-búr** clause: <sup>d</sup>*En-lil-lù-shag-ge in-na-a[n-búr]*: Col 2:22. (Ellil-lushag has paid him (**búr** clause)).

<sup>396</sup> Terms: <sup>gis</sup>**sub-ba** or *išqu*.

<sup>397</sup> Reverse, line 13 <sup>gis</sup>**sub-ba-ta in-ba-eš u<sub>4</sub>-kúr-še lú-lú-ra**.

have divided by lots.<sup>398</sup> (Sumerian variant)

- In N4, the parties concurred that they have divided into equal parts.<sup>399</sup> Also in N5.<sup>400</sup> (Both texts' terms written with the Sumerian variant).
- In N7, the contractual parties stated that with every share of a brother, when parties mutually agreed to a division at the end of an agreement and again later in the text, they mutually accepted the agreement as a division by lots.<sup>401</sup> (Sumerian variant)
- In N8, the parties mutually agreed to the casting of lots.<sup>402</sup> (Sumerian variant)
- N9 stated that according to the sealed tablet of the division (of inheritance), the items of the contractual parties were divided equally by lot.<sup>403</sup> (Sumerian variant)
- In N10, the contractual parties concluded a division according to their agreement. Stone & Owen (1991:87-89) should also have translated it as: they have divided the estate by casting lots.<sup>404</sup> (Sumerian variant)

#### 7.3.6.5 No claim (Nat 6)<sup>405</sup>

In N2, N3, N6, N8 and N10 there were no claim clauses.

The claim clause occurred in the following texts:

- In text N1, the contractual parties stated that: in the future one man against the other shall not raise any claim.<sup>406</sup>
- In N4, the text reflected the clause: in future neither shall have power to revoke this

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<sup>398</sup> <sup>gis</sup>sub-ba-ta in-ba-eš Line 22: [še-ga-ne-ne]-ta <sup>gis</sup>sub-ba-ta in-ba-eš.

<sup>399</sup> ur-a-sì-ga-bi in-ba-eš: C4 - have divided into equal parts.

<sup>400</sup> ni-ba-e-ne – line C2.

<sup>401</sup> N7 šu-ri-a-bi in-ba-e-eš and <sup>gis</sup>sub-ba-ta in-ba-e-eš.

<sup>gis</sup>sub-ba-ta in-ba-e-eš – line 46, šu-ri-a-bi in-ba-e-eš – lines 20 and 42 – with every share of a brother and again when parties mutually agree to division at the end of the agreement in line 46 še-ga-ne-ne-ta – line 46 mutually agree.

<sup>402</sup> They agree by lots: <sup>gis</sup>sub-ba-ta in-ba-eš, line 20: inheritance up by casting lots...by heirs (ibila).

<sup>403</sup> kišib ha-la-ba kišib sag-ta ni-nam i-lí-a-wi-li ù ni-nam <sup>d</sup>enzu-še-mi-ke<sub>4</sub> téš-a síg-ga-bi in-ba-eš-a – C3 lines 16-19.

<sup>404</sup> <sup>gis</sup>sub-ba-ta in-ba-eš and še-ga-ne-ne-ta <sup>gis</sup>sub-ba-[ta in-ba]-eš: line 44.

<sup>405</sup> Terms : inim nu-um-gá-gá-a or the variant šeš-a-ne-ne ba-ani-ib-ge<sub>4</sub>-ge<sub>4</sub>-ne.

<sup>406</sup> Observe, lines 13-14 u<sub>4</sub>-kúr-šè lú-lú-ra inim nu-um-gá-gá-a.



agreement.<sup>407</sup>

- In N5, the contractual parties concurred that: in future neither shall have power to revoke the agreement.<sup>408</sup>
- In text N7 the contractual parties' stated that" in future each will not make a claim against the other.<sup>409</sup>
- In text N9, the contractual parties also stated that: neither shall raise a claim against the awarded portion of another contractual party.<sup>410</sup>

#### 7.3.6.6 Oath in temple/oath (Nat 7)<sup>411</sup>

The normal set of oaths, usually found at the end of agreements, was reflected in the Nippur texts, except in N6 (due to damaged text), N8 and N10. In the texts N1-N5, N7 and N9 the oath clauses occurred with an oath sworn by the king, using the term: **mu lugal-bi téš-bi-pà-dè-eš**.<sup>412</sup>

#### 7.3.6.7 Preference portion (Nat 8)<sup>413</sup>

This term indicating a preference portion occurred in seven of the ten texts. In three texts, namely in N3, N4 and N7, this clause was not present. In the other seven texts, the eldest son's extra or privileged portion was mentioned. In one of the seven, that is, in N8, the term **gišbanšur zaggulá** was found, although the term **sīb-ta garzá a-na-me-bi** occurred in line 5, which translated as "the preference portion of whatever temple offices there are". Examples in the Nippur texts are thus:

- In N1 **zaggulá sīb-ta mu-nam-šeš-gal-šè** the preference portion of the eldest brother was mentioned. This portion is calculated by O'Callaghan (1954:137) to be one tenth of the paternal estate.<sup>414</sup>

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<sup>407</sup> Column C, line 6 **ũ-kúr-šú lù-lù-ra nu-gí-gí-dé**.

<sup>408</sup> Colum D, line 1: **ũ-kúr-shú lù-ù-ra nu-gí-gí-dé**.

<sup>409</sup> Line 47: **u<sub>4</sub> kúr-šè lù-ù-ra inim nu-um-gá-gá-a**.

<sup>410</sup> Lines 11-13: **u<sub>4</sub> kúr-šè i-bi-den-líl ù <sup>d</sup>nanna-a-a nam-ibila ì-lí-a-wi-li-šè**.

<sup>411</sup> Term **pàd**.

<sup>412</sup> The other set of oaths, which included ceremonial rituals, did not occur in the Larsa texts, but only in three texts of Sippar, namely S20, S25 and S26.

<sup>413</sup> Term **gišbanšur**.

<sup>414</sup> Observe, lines 5, 8 and 9 mention – privileged portion - **sīb-ta-na**. Observe 4: **mu-nam-šeš-gal-šè** -right of primogeniture (**zag-gú-lá sīb-ta mu-nam-šeš-gal-šè**) privileged portion by right of primogeniture and (**<sup>d</sup>Sîn-im-gur-ra-an-ni šeš-gal**) of <sup>d</sup>Sîn-imguranni, the oldest brother.

- In N2, one **zaggula** bowl awarded to Ududu, son of the elder brother, as part of other assets was mentioned. The text implicitly mention which assets were described in the line **gišbanšur zaggulá**.<sup>415</sup> The texts also implicitly mention which assets formed part of the **gišbanšur zaggulá** award.
- In N5 the term **gišbanšur zaggulá sib-ta**, derived from the inheritance of the predeceased father/grandfather of the contractual parties and implied that the eldest son received his preference portion.<sup>416</sup>
- Text N6 reads **gišbanšur zaggulá sib-ta nam-šeš-gal-lá-šú**: together with other clauses of **zaggula** and **in-na-an-búr**. Translated together in context it meant that the eldest brother received his preference share and that there was also a “bringing in”. Therefore, both mechanisms came into play when the parties agreed to a division.<sup>417</sup>
- Text N8 reflects **gišbanšur zaggulá**, and the term **sib-ta garzá a-na-me-bi**, which translates to: the eldest son receives a preference portion, and another preference portion of whatever temple offices there are.<sup>418</sup>
- Text N9 shows the terms **gišbanšur zaggulá sib-ta nam-šeš-gal-la-še**. When translated this means that a preference portion is allotted to the eldest son and that all the above is the inheritance portion of X, the eldest brother. There are two different preference portions. The one portion regards the uncle, probably of the deceased’s younger brother; and the other regards the son of the predeceased brother.<sup>419</sup>
- Text N10 reflects the terms **gišbanšur zaggulá 1 gišbanšur zà-gu-la sib-ta nam-šeš-gal**. As in the other texts, this text also includes a preference share (ceremonial table) of the eldest brother in line 11:1.

<sup>415</sup> **gišbanšur zaggulá** (zaggula bowl), Line 4: 1 **gišbanšur zag-gu-lá gišliš**.

<sup>416</sup> **gišbanšur zag-gú-lá sib-ta nam-šeš-gal-lá-šú** – line A3: one **zaggula** bowl: as the privilege of the elder brother.

<sup>417</sup> **gišbanšur zag-gú-lá sib-ta nam-šeš-gal-lá-šú**: Col 1:15-16 - 1 **zaggula** bowl the privilege of the elder brother, X **in-na-a[n-búr]**: Col 2:22 - X has paid him (**búr** clause).

<sup>418</sup> **gišbanšur-zag-gu-lá**, although the term **sib-ta garzá a-na-me-bi**: line 5 - the preference portion of whatever temple offices there are.

<sup>419</sup> **sib-ta nam-šeš-gal-la-še**: C1 line 16 - (the above) from the portion allotted to the eldest son. And line 6: **ús-a-du sib-ta-na** – line 8 of C2: (all the above being the inheritance) portion of Ibbi-Enlil the eldest brother.

#### 7.3.6.8 Witnesses (Nat 12)<sup>420</sup>

In eight of the ten texts, it could be established that witnesses were recorded. Unfortunately, in making the transcriptions some scholars tend to omit the witness clause. In six of the agreements we could properly assess that the term **igi** was used, namely in N1, N2, N7-N10. In text N3 and N4, it is unsure whether witnesses were recorded. In texts N5 and N6, we could not assess what the clause looked like, however it is assumed that there is a witness clause present on the clay tablet.

#### 7.3.6.9 Summary

See table outline (*infra*) regarding a synoptic comparison of the different natural elements of Old Babylonian Nippur.

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<sup>420</sup> Term **igi** or *maḥar* or in one Sippar text, *pan*.

Table 13 Outline of the natural elements of Nippur division agreements

<p style="text-align: center;"><b>NIPPUR</b></p> <p><i>Division agreement of a deceased family member's estate</i></p> <p><i>Oral division agreement reflected in recording on tablet</i></p> <p><b>Natural elements:</b></p> <p><b>Legal tradition practices</b></p> <p><b>"type of structure of house" e.g. double-storey house, patio</b></p>	
Nat 1 Adoption/support	N4 (10)
Nat 2 Bringing in	Six of the ten texts (60%) However N3, N7, N9 and N10 contain no <b>búr</b> clause.
Nat 3 Division by lots/in good will	Occurs in eight of the ten texts (80%): <ul style="list-style-type: none"> <li>• In text N1, N2, N7, N8, N9 &amp; N10 divided by lot (Sumerian variant).</li> <li>• In N4, N5 divided into equal parts (Sumerian variant).</li> </ul>
Nat 4 Heart is satisfied	None
Nat 5 as much as there is/from straw to gold	None.
Nat 6 No claim	The claim clause occurs in the following texts (50%): N1, N4, N5, N7 & N9.
Nat 7 Oath in temple/oath	The normal set of oaths, usually found at the end of agreements, is reflected in the Nippur texts, except in N6 (due to damaged text), N8 and N10 (70%).
Nat 8 Preference portion	This term indicating a preference portion occurs in seven of the ten texts (70%).
Nat 9 Shares: equal clause	None.
Nat 10 Trust (trustee)	None.
Nat 11 Usufruct	None.
Nat 12 Witnesses	All of the texts.



In Old Babylonian Nippur, the family deceased division agreement was an arrangement by beneficiaries to change from co-ownership to sole-ownership, by re-allocating and trading their rights in the inherited deceased estate assets. Unique solutions were found in the said agreements where deceased estate assets were divided into meticulous equal portions of sole ownership. These solutions included the **in-na-an-búr** clause, balancing the value of each deceased estate asset awarded to a beneficiary as a *quid pro quo*, in conjunction with the rule

of a preference-portion to the eldest brother (<sup>giš</sup>**banšur zaggulá síb-ta mu-nam-šeš-gal-šè**), and the casting of lots (<sup>giš</sup>**šub-ba-ta in-ba-eš**). The terms usually encountered in other agreements, with a few exceptions, generally occurred here, namely the clauses of no claim (Nat 6), an oath (Nat 7) and witnesses (Nat 12). An anomaly was found in one text (N1) containing an adoption clause.

The contractual parties reshuffled the estate assets through different mechanisms such as barter, donation, and “bringing in” or selling the assets among each other, the aim being to escape the problems of co-ownership and enjoy the fruits of sole ownership. The reasons and mechanisms were unique to each contract; however, each division agreement set one or more of these mechanisms in place. The status of the beneficiaries, and the obligations the beneficiaries had towards the rest of the kinship group, formed the basis of the terms of the agreement.

### **7.3.7 Incidental elements**

#### *7.3.7.1 Introduction*

In this category, we find the uniqueness of different scribal practices, reflected in the written division agreement; however, parties could choose to include them in their contracts, and they did not form part of the basic requirements to qualify a contract as a division agreement.<sup>421</sup>

Under written formalities of division agreements, the following aspects are investigated, namely: names of contractual parties, birth order, and description of assets (thorough description, value), special legal terms, sanction clause (type), oath clause (king/god) and witnesses (names, rank/family standing).

With the qualities of division texts, the following were emphasised, namely: language, location of text, tablet’s condition, copies, date formulas, seal impressions and the rhythmic sequence/special style.

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<sup>421</sup> See table 21 in the conclusions-section of this chapter to understand the logical flow of the incidental elements of Nippur.

### 7.3.7.2 *Written formalities of division agreements*

#### (i) Names of contractual parties, rank

Outlines of the names in the Nippur texts are as follows:

- In N1 three brothers: <sup>d</sup>Sîn-imguranni (eldest), Tarîbum and Anu-pî-<sup>d</sup>Ilabrat and their deceased father, <sup>d</sup>Sîn-îrîsh, were mentioned.
- In N2 Ududu's status was mentioned, however <sup>d</sup>Ninib-rim-ili's status was not mentioned.
- In N3, the names Rim-Ištar and NinIB-nirgal were furnished, although regarding the second brother, line 12 referred to "the inheritance portion of Rim Ištar, his brother". Line 13 states "the sons of Lugal-azida". Therefore, we could establish that the contractual parties were brothers, and that they were the sons of Lugal-azida.
- In N4, two estates of the deceased Migir-Ellil and Naramtum were mentioned. One was the deceased maternal estate - the mother of Narubtum - while the other was the deceased estate of the grandmother of the one beneficiary and contractual party, Narubtum. The daughter, Narubtum, and Ur-Pabilsagga, a party unknown to the deceased, who now by agreement adopted the co-party as his beneficiary, were mentioned.
- In N5, Igi-shag, the son of the older deceased brother, and his uncle, Sin-išmeani, the younger brother of the deceased were mentioned.
- In N6, four brothers were named: the eldest brother Ur-Duazagga and the others: Ellil-lushag, Ur-DUN-PA-ea and Nannar-ara-mungin.
- Regarding text N7, the names of the contractual parties were furnished without reference to their status, although the statuses of the witnesses were mentioned. The father's name was not mentioned.
- In N8, the names of the brothers Ninurta-muštal, Namaršu-lumur and Muna-wirum and their father Ibbi-Enlil were referenced. No status was mentioned.

- In N9, the text was a recorded division agreement between the uncle and eldest brother Ili-awili, and the children of Sin-šemi, nephews of Ili-awili, namely Ibbi-Enlil and Nanna-aya.
- In N10, the eldest brother Mannum-mešu-liššu and his younger brother Munawiru were mentioned.

(ii) Birth order of brothers

Sometimes the ranking order in the family was provided. This normally occurred in texts for a reason, for example in the instance of the named **gišbanšur zaggula** clause, where the oldest son received a preference portion of the deceased parent's estate. In the ten Nippur texts the presence or absences of the birth rankings were thus:

- In N1,<sup>d</sup>Sîn-imguranni was the eldest brother as shown in lines 4 and 14.<sup>422</sup>
- In N2, there was an uncertain family relationship.
- In text N3, no birth order was mentioned and no preference portions were allotted. The division of the estate assets were equal.
- In N4 there was no need for a birth order, because there was only one child, the daughter, and she, together with her stepfather as her adopted father, were contractual parties to the agreement.
- In N5, reference was made to a **zaggula** bowl, derived from the inheritance of the predeceased father/grandfather of the contractual parties.
- In N6, the text referred to a **zaggula** bowl which meant "the privilege of the elder brother".
- Text N7 mentioned the eldest son in line 23, although there was no preference portion clause.
- Text N8 referred to the preference portion of Ninurta-muštal, thus implying that he was the eldest son. In other Nippur texts, the eldest son received the preference portion. In this text, no reference was made to such a <sup>giš</sup>**banšur-zag-gu-lá**. See only the reference (line 5) to **sīb-ta garzá a-na-me-bi**.

<sup>422</sup> (**zag-gú-lá sīb-ta mu-nam-šeš-gal-šè**) (is the) privileged portion by right of primogeniture and (<sup>d</sup>*Sîn-im-gur-ra-an-ni šeš-gal*) of <sup>d</sup>Sîn-imguranni, the oldest brother.

- In N9, a birth order was implied. See **sīb-ta nam-šeš-gal-la-šè** – line C1, 16, which translated as: “(the above) from the portion allotted to the eldest son”.
- In N10, there was a birth order in the text which reflected as 1 <sup>giš</sup>**banšur zaggulá sīb-ta nam-šeš-gal**, and translated to: the preference portion of the eldest son.

(iii) Description of assets: thorough description, value

In the texts, the description of the assets differed, depending on the scribal traditions. In one instance, the property’s description was not reflected in the text. In other texts, only the more valuable items were referred to as divided, such as immovable property and slaves. Depending on the scribal tradition, the following outline of the property, goods and specifically immovable property were reflected which included: the description, extent and boundaries of the unit: the description of the beacons marking the unit: the position of, or in relation to the unit; and, any servitude present. Examples in the Nippur texts are thus:

- In N1, a detailed description and measurements of assets referring to neighbouring properties and natural boundaries were included. The exact amount was in **iku, ubu** and **sar**.
- In N2 only an elementary description was given. For instance, reference was made to the type of office, but without a time-period. In terms of the fields, no description *in situ* or measures were mentioned, but the purpose of the fields was given. Movable property referred to the type of movables, for example, a male slave, two beds and two chairs.
- In N3 the houses were well described, which included: the description of the house (old/new built), the extent of the unit (one **sar**), and the boundaries of the unit regarding its position (e.g. one side adjoining the house of X). Money was mentioned by supplying the amount, for example, seven shekels.
- In N4, the description of the unit, extent of the unit, boundaries of the unit, position on or in relation to the unit were present, for example: 40 **sar** of upland garden, which slopes down into the marsh in front of it, the side of the garden adjoining Ellitum;  $\frac{1}{3}$  **sar** 5 gin of built house, on one side adjoining the house of Babbar and Enlil. Description of



movables: e.g. name and type of slave: Ali-aḥuša, the maid-slave.

- In N5, the property was specified, provided measurements and descriptions of where the property was situated, regarding the inheritance of the predeceased father and not the deceased brother's estate. According to Poebel, it seems that houses were "mechanically dissected into as many pieces of equal size, as, it seems, was desirable" (Hilprecht 1909:25). He remarks in a footnote (Hilprecht 1909:26 fn. 1) that the structure of the Babylonian house consisted of sun-dried bricks, with a roof constructed of beams, and was easily assembled; boundary walls between the houses could be erected. The description of the boundaries of the unit, was provided, for example, two **sar** of built house, on one side adjoining the house of Igi-shag, from which one goes out by one (common) exit; 3 acres of **dabta** land, on one side adjoining the house of the son of Sallû; typical Nippur priesthood description, for example: the office of a priest of Enlil for six months per year and its 36 acres of field for livelihood; description of money: 6 shekels of silver.
- N6 provided: A description of the unit, the extent of the unit, its boundaries, its position on or in relation to a unit, for example: 5½ gan of "great reed" field as equivalent to the built house, lengthwise adjoining Elali, his uncle. Or of movable property, e.g.: Ištar-naḥrari, the female slave, her value in money is 11 shekels.
- In text N7, there were different assets in the division of the estate: immovable and movable properties (although no slaves), and custodianship. With the immovable properties the measurements in value and location were provided, for example, a 1⅓-**sar** house plot next to the house of X, its exit to the street, a 3-**sar** plot of unimproved residential property next to the house of Muni-kiengi. Regarding the movable property, the property was mentioned and sometimes a short indication of the location in situ was provided, for example, 1 door of small boards in the courtyard; 2 wagon wheels. With respect to custodianship, the place or object of the custodianship and the number of days were stated, for example, the custodianship of the **Usida**-gate for 22½ days annually.
- In N8, the assets were described in much detail: **edadi**-ship – type and days, for example, the custodianship of the Craftsmen's gate for 12½ days annually; the custodianship of the

**Duku** gate for 12 days annually.

- In text N9, different assets were mentioned and described in accordance with their type. Regarding the house, the surface measures and vicinity of the person's property were provided, for example, ½ **sar** 6 **gin** of a house plot next to that of his brother; ½ **iku** 22 **sar** of a field plot (in the) Uzza (irrigation district) adjacent to that of his brother; ½ **iku** 30 **sar** of a field plot (in the) Girtabale canal (irrigation district). Regarding custodianship, the type of custodianship and the period that the position was held were mentioned, for example, the custodianship of the Ningagia gate for six days annually.
- Text N10, like the other text provided a full and proper description of the different assets, which consisted of custodianship, a house property and a house plot: The house property was not described, but its measurements were given. The house plot was described *in situ*, and its value was given. With custodianship, the text mentioned the type and duration of the official occupancy.

(iv) Special legal terms

Particular phrases are unique to the agreement and make it easy for a reader of cuneiform texts to identify the agreement from other texts. In Nippur, the particular phrases in the texts are thus:

- In N1 the following special legal terms were present:  
Reverse 12: **še-ga-ne-ne-ta** - in mutual agreement.  
Observe 14, 22, Reverse 8: **ha-la-la** - the inheritance portion of X.  
Observe 13, Reverse 2: **búr** - in balance.  
Observe 4: **mu-nam-šeš-gal-šè** - right of primogeniture (first-born share).
- In N2 special legal terms that are mentioned are:  
Line 4: I <sup>giš</sup>**banšur-zag-gu-lá** - one zaggula bowl.  
Lines 7, 21: **ha-la-ba** - portion of X.  
Line 22: **še-ga-ne-ne-ta** - (by mutual agreement) they have divided from the possession.  
Line 22: <sup>giš</sup>**sub-ba-ta in-ba-eš** - (division by lots) not translated by Chiera (1922).

Line 23: **mu lugal-bi in-pá igi** - (before) witnesses.

- In N3 the following special legal terms were present:

Lines 6, 12: **ḥa-la-ba** - inheritance portion.

Line 15: **še-ga-ne-ne-ta in-ba-eš** - by mutual agreement they have divided.

Line 16: **mu lugal-bi in-pá(d)-dé-eš** - by the name of the king they have sworn.

- In N4 the special legal terms applicable are:

Lines A8 & B9: **ḥa-la-ba** - inheritance portion (before each a separation line)s

Line B: **ki-búr-ru** - (additional) payment for X.

Line C4 **ur-a-sì-ga-bi in-ba-eš** - have divided into equal parts.

Lines C3-4 **ú Ur-<sup>d</sup>Pa-bil-sag-gá egir dam-a-na-ka nam-ibila-ni-shú ba-da-an-ri-a** - and Ur-Pabilsagga, whom he has adopted as beneficiary, after the death of his wife.

- In N5 the special legal terms present are:

Line A3: <sup>giš</sup>**banšur zag-gú-lá sib-ta nam-šeš-gal-lá-šú** - one **zaggula** bowl as the privilege of the elder brother.

Line B13: **ḥa-la-ba in-na-an-búr** - taken in addition to his inheritance.

Line C2: **ni-ba-e-ne** - they shall divide into equal parts.

Line D1: **ū-kúr-šú lù-ù-ra nu-gí-gí-dé** - in future neither shall have power to revoke the agreement.

Line D2: **še-ga-ne-ne-ta** - mutually agree.

Line D2: **mu lugal-bi in-pá(d)-dé-eš** - mutually they have sworn by the name of the king.

- In N6 the following special legal terms occur in the text:

Column 1 lines 15-16: 1 <sup>giš</sup>**banšur zag-gú-lá sib-ta mu-nam-šeš-gal-la-šú** - **zaggula** bowl as the privilege of the elder brother.

Column 2 lines 17 & 25: **ḥa-la-ba** - inheritance of X.

Column 2 line 22: <sup>d</sup>**En-lil-lù-shag-ge in-na-a[n-búr]** - Ellil-lushag has paid him (**búr** clause).

- In N7 the special legal terms are:

Line 47: **u<sub>4</sub> kúr-še lù-ù-ra inim nu-um-gá-gá-a** - in future each will not make a claim

against the other.

Line 48: **mu lugal-bi téš-bi-pà-dè-eš** - they have sworn in the name of the king.

Lines 20 & 42: <sup>giš</sup>**šub-ba-ta in-ba-e-eš**, **šu-ri-a-bi in-ba-e-eš** - with every share of a brother and again when parties mutually agree to division at the end of the agreement in

Line 46: **še-ga-ne-ne-ta** - mutually agree to.

Lines 23 & 45: **ha-la-ba** - after the division of assets with each brother.

- In N8 the special legal terms are:

Line 5: **sīb-ta garzá a-na-me-bi** - the preference portion of whatever temple offices there are.

Lines 8,14, 18: **ha-la-ba** - inheritance share of X.

Line 10: **ibila** [*ib*]-*ni* <sup>d</sup>**en-líl-ke<sub>4</sub>-ne** - beneficiaries of Ibbi-Enlil.

Line 20: **še-ga-ne-ne-ta** - mutual agreement.

Line 20: <sup>giš</sup>**šub-ba-ta in-ba-e-eš** - and have divided (the inheritance) up, by casting of lots.

Last section of text: **igi** - before (witnesses).

- In N9 the following special legal terms occur in the text:

Line 6: **sīb-ta nam-šeš-gal-la-šè** - (the above) form the portion allotted to the eldest son.

Line 8 of C2: **ús-a-du sīb-ta-na** - (all the above being the inheritance) portion X.

C2, line 10: **ha-la-ba** - inheritance portion of X.

C3, line 6 and line 10: **ibila** X **šeš ad-da-ne-ne**; **ha-la-ba in-ne-en-ba u<sub>4</sub> kúr-šè i-bi-<sup>d</sup>en-líl ù <sup>d</sup>nanna-a-a** and C3 7-8 **nam-ibila** - beneficiary of X.

C3, line 15: **mu lugal-bi in-pà-dè-eš** - in the name of the king they swore.

C3, lines 16-19: **kišib ha-la-ba kišib sag-ta nì-nam ì-lí-a-wi-li ù nì-nam <sup>d</sup>enzu-še-mi-ke<sub>4</sub> téš-a síg-ga-bi in-ba-eš-a** - according to the sealed tablet of the division (of inheritance), the items of Ili-awili and the items of Sin-šemi will be divided equally by lot.

C3, line 19: **téš-a síg-ga-bi in-ba-eš-a** - will be divided equally by lot.

- In N10 the special legal terms applicable are:

Line 11: <sup>giš</sup>**banšur zà-gu-la sīb-ta nam-šeš-gal** - ceremonial table is the preference portion of the eldest brother.

Lines 27 & 42: **ha-la-ba** - inheritance share of X.

Line 43: **ibila** <sup>d</sup>**nuska-á-maḥ-ke<sub>4</sub>-ne** - beneficiaries of X.

Line 44: **še-ga-ne-ne-ta** <sup>giš</sup>**sub-ba-ta in-ba-eš** - divided according to their agreement and they have divided up by casting lots.

Line 44: **še-ga-ne-ne-ta** - they agreed to the agreement.

(v) Oath clause (king/god)

In text N6, no oath clause was present, due to the text damaged. Texts N8 and N10 no oath clause is mentioned. The rest of the texts indicate that the parties swore an oath in the name of the king.

(vi) Witnesses names, rank/family standing

N1, N7, N8, N9 and N10 noted witnesses with their statuses. The last two witnesses were the **dub-sar**, the scribe; and, the **bur-gal**, the seal engraver. The texts regarding witnesses were as follows:

- In N1, there were eight witnesses present. The scribe (**dub-sar**) and seal engraver (**bur-gul**) were also witnesses and were mentioned last (see also texts N9 and N10). In this text, the seals of the contractual parties were especially made for this agreement. The witness's status was given, for example, son of X.
- In N2 the text was damaged; however there were witnesses present, with a list of their priest-offices.
- In N3, N4 and N5 there were witnesses present; however the list was unfortunately not made available with the transcription.
- In N6, it seems that there were witnesses present; however the text was damaged so this could not be verified.
- In N7 and N8, there were six witnesses and their statuses were mentioned. At the end the **dub-sar** was mentioned. In N8, a soldier as witness was mentioned.
- In N9 there were more or less eight witnesses present (text damaged) with their statuses mentioned, including a **dub-sar** and **bur-gul** at the end of the witness list. Also included is a overseer (**ugula**) as witness.
- In N10 there were five witnesses mentioned with their statuses, including a **dub-sar** and **bur-gul** at the end of the witness list.

### 7.3.7.3 *Qualities of cuneiform division texts*

#### (i) Language

The language in texts N1-N9 is Sumerian whereas in text N10 also Sumerian, with some parts in Akkadian.

#### (ii) Location

All the texts originated from Nippur.

#### (iii) Tablet's condition

The conditions of the Nippur tablets are thus:

- Tablet N1 is in good condition and complete and although it is slightly damaged, the damaged part is still easily readable. The measurements are 10.7 inches in length and 5.2 inches wide. The signs are neatly incised in the clay.
- N2 is not in a good condition, slightly damaged on the obverse side and damaged on several lines on the reverse side of the tablet. The measurements are 12.2 inches in length x 5.8 inches in width x 2.8 inches thickness of an unbaked tablet.
- N3 is a well-preserved slightly baked, blackish grey cuneiform tablet; 9.35 inches x 4.8 inches x 3 inches.
- With respect to N4, the tablet is baked and reddish brown with darker spots; 10.4 inches x 5.9 inches x 3 inches with seal impressions. It is in a fair condition, except for the obverse side at the end of the tablet where there is some damage.
- With N5, the left edge of the obverse side is, according to Poebel, either “pressed or scratched”, while the rest is well preserved. It is lightly baked and blackish brown. There are seal impressions, that is, BEF collection 7016 from Nippur, on the tablet.

- Regarding N6, the tablet is fragmented and unbaked with seal impressions; 17 inches x 8.5 inches x 4.35 inches.
- N7, N8 and N9 are in a good condition, while N10 is not. N10 is damaged and therefore large sections of the text are destroyed.

(iv) Number of copies (agreements)

All of the ten Nippur recorded family deceased division agreements revealed only one copy for the whole recording of the agreement, although N6 seems to be a recorded transaction reflecting only one brother's share, while Hilprecht (1909:23) refers to this text as a "division of an inheritance among four brothers".

(v) Date formula

The date formulas in the Nippur texts are thus:

- In N1 the document was dated with the month and year of the king's reign. According to O'Callaghan (1954:139), this adds up to the 56<sup>th</sup> year of Rîm-Sîn.
- In N2 no translation of the date formula was provided. The researcher's translation is: in the year, after the year in which Damiq-ilīšu built for Utu, his beloved house/temple (named) 'Judge of Land'. Thus, it is dated in Damiq-ilīšu's 9<sup>th</sup> regal year. **mu uš-sa é-di-ku<sub>5</sub>-kalam-ma é ki-ag<sub>2</sub>-ga-ni <sup>d</sup>utu-ra mu-dù-a.**<sup>423</sup> Sigrist (1988:40) translated as "year after the year in which (Damiq-ilīšu) built for Utu, his beloved temple (called) Edikukalamma / House judge of the land".
- In N3 there was a date formula, although it was not transcribed or translated.
- In N4 the text was written during the reign of Samsu-iluna, 4<sup>th</sup> year and 10 months (Hilprecht: 1909:20). Date formula was not included in text's transcription.

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<sup>423</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/wiki/doku.php/damiq-ilishu>. Cited 2 February 2012.

- In N5, the text was recorded during the reign of king Samsu-iluna in his 13<sup>th</sup> year and 12<sup>th</sup> month (Hilprecht 1909:150). Unfortunately the date formula was not published together with the transcription and text translation.
- In N6, The date of the tablet: reign of Samsu-iluna in his 6<sup>th</sup> year and 6<sup>th</sup> month (Hilprecht 1909:23-24). The date formula was not published, together with the transcription and translation of the tablet.
- N7 contained a date formula; however Stone & Owen (1991:56-59) did not translate it. The researcher translation is: in the month of the process of grain. The term **še-gur<sub>10</sub>-ku<sub>5</sub>** was unknown in the calendar, however see discussion of Cohen (1993:123) regarding the terms **še** and **ku<sub>5</sub>** and possible meaning as “to process grain”. Furthermore see: lines 55-57: **mu<sup>d</sup>en-zu-i-qi-ša-am lugal alam guškin alam kù-babbar<sup>d</sup>utu-ra mu-un-na-an-ku<sub>4</sub>**. These lines were also not translated. The translation by the researcher is: in the year king Sîn-iqīšam brought into the temple of Šamaš statues in silver and in gold. Thus, it was the 3<sup>th</sup> year of Sîn-iqīšam. **mu<sup>d</sup>en-zu-i-qiša-am bàd gal larsa<sup>ki</sup>-ma ba-dù<sub>11</sub> alan kù-babbar 1 alan kù-sig<sub>17</sub> é<sup>d</sup>utu-šè i-ni-in-ku<sub>4</sub>-re**. Translation by the CDLI- website is: “Year Sîn-iqīšam built the great city wall of Larsa and brought into the temple of Šamaš eleven statues in silver and one in gold”.<sup>424</sup> Sigrist (1990:28-29) reflected the 3<sup>th</sup> yearname of the 3<sup>th</sup> reign of Sîn-iqīšam as follows: “Year he had the great wall of Larsa built and had 11 statutes of silver and 1 statue of gold brought in the temple of Šamaš”.
- In N8 Stone & Owen (1991:65-67) did not translate the date formula. The researcher’s translation is: in the month of the **ab-è** festival, 25<sup>th</sup> day; in the year the king Rīm-Sîn in which Ninmah raised greatly in the Kiš temple, the foundation of heaven and earth. Regarding the month formula, see the discussion by Cohen (1993:117-118) of the **ab-è** festival at Nippur. The transcription of the year name was as follows: **mu<sup>d</sup>ri-im-en-zu lugal-e<sup>d</sup>nin-mah-e é-kèš<sup>ki</sup> temen an-ki-bi-da-ta**. The researcher’s translation is: in the year the king Rīm-Sîn in which Ninmah raised greatly in the Kiš temple, the foundation of heaven and earth. Thus, this is from the reign of King Rīm-Sîn II, his 3<sup>rd</sup> year (Larsa). See also the CDLI website’s transcription and translation: **mu<sup>d</sup>nin-mah-e é keš<sup>ki</sup> temen an ki-bi-da-ta nam-lugal kalam kiš gél-la-šè gal-bi-ta ba-an-íl-la lí kúr lú hul-gál kur-**

<sup>424</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yearnames/HTML/T10K10.htm> Cited 2 February 2012.



**kur-šè gaba-bi nu gi<sub>4</sub>-a.** “Year in which Ninmaḥ raised greatly in the Kiš temple, the foundation of heaven and earth, (Rīm-Sîn) to kingship over the land, (king) having no enemy, no hostile (king), opposing him in all foreign lands”.<sup>425</sup> See also Sigrist (1990:62): “Year Nimah elevated Rīm-Sîn to the kingship over all”.

- In N9, there was a date formula, although the text was damaged.<sup>426</sup> The date-clause was not translated by Stone & Owen (1991). Some part of the decipherable text is translated by the researcher as follows: Regarding the month formula: in the month when lamps/braziers were lit. See discussion by Cohen (1993:100-104). Regarding the year name: in the year of king Samsu-iluna. (following some omitted text transcription).
- N10 contained a date formula.<sup>427</sup> This date formula was not translated by Stone & Owen (1991) and some of the text was omitted due to tablet damage. The translation by the researcher is: in the month Simānu, in the year of king Samsu-iluna (following some omitted text transcription). See discussion by Cohen (1993:314-315) regarding the month date.

#### (vi) Seal impressions

The seal impressions in the Nippur texts were thus:

- In text N1 seals were especially made for this agreement; the seal impression was located before the **ḫala** lines. For this occasion the seal was engraved with the names of all three brothers that were present.

--- ----- SEAL -----

1 <sup>d</sup>Sîn-imguranni

2 Tarībum

3 Anu-pī-<sup>d</sup>Ilabrat

4 the sons of <sup>d</sup>Sîn-īriš

- As regards to N2, N3, N, N5 and N6, the translators mentioned a seal, although it was not

<sup>425</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yearnames/HTML/T10K10.htm> Cited 2 February 2012.

<sup>426</sup> [iti] ne-ne-gar [mu sa]-am-su-i-lu-na lugal [ ]x.

<sup>427</sup> iti sig<sub>4</sub>-a mu sa-am-su-[i-lu-na lugal] á-kal ḫuš-r[a ].

included in the transcription and translation.

- In N7 the seals stated the beneficiaries' (**ibila**) names.<sup>428</sup>
- In N8, the seal also referred to the **ibila**, beneficiaries.<sup>429</sup>
- In text, N9 there was also a seal mentioning the **ibila**, beneficiaries.<sup>430</sup>
- In N10 the beneficiaries' names and statuses (sons of) were engraved on the seal<sup>431</sup>

(vii) Rhythmic sequence: essential elements E1-5, and natural elements N1-N12

In six of the ten agreements, the deceased father and brothers appeared in the texts as contractual parties. Regarding the sequences above, the elements reflected in the text were thus (see Appendix G):<sup>432</sup>

- Nippur seq E.1- Estate owner: deceased father (DF), contractual party: brothers (B). See texts N7 (Sin-iqišham), N1 (Rīm-Šin I), N8 (Rīm-Šin II), N3 (Samsu-iluna ), N6 (Samsu-iluna ), N10 (Samsu-iluna )
- Nippur seq E.4 - Complex family relationships – combination of 1-3. The complex family relationships were as follows: namely N2 (Damiq-ilīšu) as DF:B; N5 (Samsu-iluna ) as DF,DGF:U,N; N9 (Samsu-iluna ) as DF:B,N,U and N4 (undated) as DM,DGM:SF,D.

The natural elements of Nippur followed different sequences in each text. The predominant elements in certain Nippur texts were: Nat 2 “bringing in”; Nat 3 division by lots; Nat 7 an oath and Nat 12 witnesses.

All the texts except N3, N6, N7, N8, N10, had Nat:2,3,7,12: (Nat 2 “bringing in”; Nat 3

<sup>428</sup> <sup>d</sup>nanna-me-ša<sub>4</sub> ad-da-kal-la ibila lú-<sup>d</sup>ba-ú.

<sup>429</sup> <sup>d</sup>nin-urta-mu-uš-ta-al na-ma-ar-šu-lu-mu-ur mu-na-wi-ru-[um] ibila-šu.

<sup>430</sup> i-bi-<sup>d</sup>en-líl <sup>d</sup>nanna-a-a ibila <sup>d</sup>enzu-i-qí-ša-am.

<sup>431</sup> ma-an-nu-um-me-šu-li-šur dumu a-wi-li-ya mu-na-wi-[ru-um] dumu <sup>d</sup>nuska-[á-maḥ].

<sup>432</sup> Abbreviations: B brother, CP contractual party, DO deceased owner, F father, M mother, N nephew, P priestess, PB predeceased brother, S son, U uncle.

division by lots; Nat 7 oath; Nat 12 witnesses). The element occurred in the following texts: N1,N2,N4,N5,and N9.

Nippur seq Nat 1 : 2,3,6,7,8,12: (Nat 2 “bringing in”; Nat 3 divided by lots; Nat 6 no claim; Nat 7 oath; Nat 8 preference portion; Nat 12 witnesses) and occurred in the texts N2 and N5.


Nippur seq Nat:2 different sequences : Predominately : 2,3,7,and 12

(Nat 2 “bringing in”; Nat 3 division by lots; Nat 7 oath; Nat 12 witnesses and predominately the elements Nat 6 no claim & Nat 8 preference portion). The elements occurred in the texts: N1 (Nat 2,3,6,7,8,12); N3 (Nat 7,12); N4 (Nat 1,2,3,6,7,12); N6 (Nat 2,8,12) ; N7 (Nat 3,6,7,12); N8 (Nat 2,3,8,12); N9 (Nat 3,6,7,8,12) and N10 (Nat 3,8,12).

#### 7.3.7.4 *Summary*

See table outline (*infra*) regarding a synoptic comparison of the different incidental elements of Old Babylonian Nippur.

Table 14 Outline of the incidental elements of Nippur division agreements

<p style="text-align: center;"><b>NIPPUR</b></p> <p><i>Division agreement of a deceased family member's estate</i>  <u>Recorded division agreement</u>  <u>Incidental elements:</u>  “exterior and interior decorations” of the “house”  e.g. paint colour combinations, type of windows and doors,  floor tiles, carpets, house lights</p>	
	
Written formalities of agreements	
I 1 Names of contractual parties, rank	The names of the contractual parties were mentioned in all of the ten texts.
I 2 Birth order of brothers	Birth order ranking was prominent. This scribal school style normally occurred in the instance of the said <b>gišbanšur zag-gu-lá</b> clause, where the oldest son received a preference portion of the deceased parent's estate. Birth order was evident in seven of the ten Nippur texts.
I 3 Description of awards/assets	Detailed descriptions and measurements of assets referring to neighbouring properties and natural boundaries were included and detailed descriptions of movable properties.
I 4 Special legal terms	<b>še-ga-ne-ne-ta</b> - by mutual agreement <b>še-ga-ne-ne-ta in-ba-eš</b> - by mutual agreement they have divided. <b>ḥa-la-la</b> - inheritance portion of X. <b>nam-ibila</b> - beneficiary of X. <sup>giš</sup> <b>banšur-zag-gu-lá</b> - zaggula bowl. <b>ús-a-du síb-ta-na</b> – (all the above being the inheritance) portion of X. <b>ur-a-sì-ga-bi in-ba-eš</b> - have divided into equal parts. <b>ki-búr-ru</b> - (additional) payment for. <b>búr</b> - in balance; <b>mu-nam-šeš-gal-šè</b> - right of primogeniture <sup>giš</sup> <b>sub-ba-ta in-ba-eš</b> – (division by lots) <b>mu lugal-bi in-pá</b> – they have sworn by the king. <b>ũ-kúr-šú lù-ù-ra nu-gí-gí-dé</b> : in the future neither shall have power to revoke the agreement. <b>ni-ba-e-ne</b> : they shall divide into equal parts. <b>síb-ta garzá a-na-me-bi</b> : the preference portion of whatever temple offices there are; <b>ibila</b> : the beneficiaries (heirs) of X.
I 5 Oath clause (king/god)	Oath clause in seven of the ten texts. The parties sworn an oath in the name of the king.
I 6 Witnesses names, rank/family standing	In N1, N7, N8, N9 and N10 there were witnesses and their statuses were mentioned. The last two witnesses were the <b>dub-sar</b> , the scribe; and, the <b>bur-gal</b> , the seal engraver. In text N1 the scribe and seal engraver were also witnesses and were mentioned last in the list of witnesses. In N2 priests were as witnesses mentioned. In N8, a soldier and in N9 a overseer were present as witnesses.

Qualities of texts	
I 7 Language	The language is Sumerian in texts N1 – 9 whereas in text N10 it is Sumerian with some parts in Akkadian.
I 8 Location	Nippur
I 9 Tablet's condition	The majority of the texts were in a good condition.
I 10 Number of copies	Reflected only one copy of the completely recording of the agreement.
I 11 Date formula	The date formula occurred in all ten of the Nippur texts
I 12 Seals impressions	Seal impressions were pressed on all of the clay tablets and in text N1 seals were specially made for the agreement.
I 13 Rhythm sequence/special style reflecting scribal school traditions	See Appendix G.

In all ten of the Nippur texts, the names of the contractual parties were revealed.

In Nippur, the birth order ranking was prominent. This scribal school style normally occurred in the instance of the said **gišbanšur zag-gu-lá** clause, where the oldest son received a preference portion of the deceased parent's estate. Birth order was evident in seven of the ten Nippur texts.

In Nippur texts, detailed descriptions and measurements of assets referring to neighbouring properties and natural boundaries were included. Money was described by stipulating the amount; and movables described regarding their type: e.g. name and type of slave.

The main special legal terms were **še-ga-ne-ne-ta** - in mutual agreement; **ha-la-la** - the inheritance portion of; **búr** - in balance; **mu-nam-šeš-gal-šè** - right of first-born share; **mu lugal-bi in-pá** - they have sworn an oath; **ũ-kúr-šú lù-ù-ra nu-gí-gí-dé**: in future neither shall have power to revoke the agreement; **ni-ba-e-ne**: they shall divide into equal parts; **sib-ta garzá a-na-me-bi**: the preference portion of whatever temple offices there were; and **ibila**: the beneficiaries (heirs) of X.

There was an oath clause in seven of the ten texts. The parties sworn an oath in the name of the king.

In N1, N7, N8, N9 and N10 witnesses were present, and their statuses were mentioned. The last two witnesses were the **dub-sar**, the scribe; and the **bur-gal**, the seal engraver. In text N1 the scribe and seal engraver were also witnesses, and were mentioned last (See also texts N9 and N10). Other professions mentioned were a soldier, an overseer and priests.

The language was Sumerian in texts N1 – 9 whereas in text N10, Sumerian with some parts in Akkadian.

The majority of the texts were in a good condition.

In all ten Nippur recorded family deceased division agreements, only one copy reflected the complete recording of the agreement.

The date formula occurred in all ten of the Nippur texts.

Seal impressions were pressed on all of the clay tablets, and in text N1 seals were especially made for the agreement.

The scribal tradition illustrated the reason for Nippur's reputation as "a town of academics, a Mesopotamian Oxford or Cambridge" with snobbery attached to the use of Sumerian as the predominant written language (Leick 2001:143). The division agreement recordings were neatly written by scribes, and included in the document were predominantly the names, statuses of the parties, their birth order, a careful lengthy description of the assets, elaborate special legal terms, and the majority of the texts included the presence of a sanction, an oath clause, witnesses, seals, and in some texts a date formula.

## 7.4 SIPPAR: COMPARISON OF TERMS IN DIVISION AGREEMENTS

### 7.4.1 Introduction

In the past scholars considered Sippar as a town surrounded by several areas/suburbs, and these suburbs were indicated by a predicate such as Sippar-rabûm, Sippar ša Annunītum, Sippar ša Šamaš, Sippar-šērim, Sippar-dūrim, Sippar Jaḥrurum, Sippar Amnānum.<sup>433</sup> Charpin solved the problem of the different confusing predicates by grouping all the names chronologically. These different Sippars only changed their names during the Old Babylonian period. Two tells were identified, namely Tell ed-Dēr and Tell Abu Habba. Tell ed-Dēr consists of Sippar-rabûm, Sippar ša Annunītum, Sippar Amnānum and Sippar-dūrim. Tell Abu Habba consists of Sippar ša Šamaš, Sippar Jaḥrurum, Sippar-šērim (Goddeeris 2002:33).

Some notes on the archaeological-, residential and geographical-, as well as institutional backgrounds are given of this city-state. Following with a content analysis and comparison study of the different elements-categories of Old Babylonian Sippar's division texts.

### 7.4.2 Archaeological background

The two tells, Tell Abu Habba and Tell ed-Dēr, were from the second half of the 19<sup>th</sup> century intensively excavated. These two tells formed the twin city of Sippar (Goddeeris 2002:34).

Thousands of cuneiform tablets were unearthed, although some were unfortunately crumbled or badly damaged, reason being: scribes baked the tablets in ovens instead of, as Bertman (2003: 30) ironically put it, “relied” on Šamaš to dry them.

Scheil excavated Tell Abu Habba in 1894 on behalf of the Ottoman government (Goddeeris 2002:37). The Iraqi's in 1941, excavated for one season at Tell ed-Dēr. A Belgian team has done some investigations of the remains of Tell ed-Dēr between 1970 and 1989. The well-

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<sup>433</sup> See Harris' (1975:10-14) discussions. The following articles of Harris provide insight in the lives, social background, family relationships, business transactions of the *nadītum* priestesses, including some references to other types of priestesses from Sippar. Harris (1961) outlines the *nadītum*, and their rights in the so named LH. Harris (1962) presents some bibliographical notes of some of the *nadītum* priestesses, Harris (1961,1963,1964,1968,1969) discusses the *nadītum* women in general and gives a general overview of the organisation and administration of the cloister. Some general notes on kinship and inheritance is given by Harris (1976), in addition to notes on slave names in Harris (1977). Harris (1989) gives an overview article on the named independent women in ancient Mesopotamia, with some responses from other scholars.

known archive of Ur-Utu was excavated by them (Goddeeris 2002:38). Some excavations were done in the 1970's by Iraqi archaeologists at Tell Abu Habba (Goddeeris 2002:39).

Harris collected material from Sippar, and this mainly contributed to her book "*Ancient Sippar*" in 1975. She summarised the information with some individual problems, which she address in various academic journal articles (Goddeeris 2002:40).

According to Greengus (2001:257), the volumes by Dekiere<sup>434</sup> regarding texts in Part C of this thesis, are part of the Mesopotamian History, and Environment publication projects of the University of Gent, and consist of six volumes. These volumes are part of an excavation at ancient Sippar-Amnānum, situated close to Tell Abu Habbah.

### **7.4.3 Residence and geographical background**

Harris (1975:1) opines that the history of the pre-Old Babylonian era still wait for further study, however what we know is that the earlier part of the Old Babylonian period, commonly refer to as the Isin-Larsa period, were "marked by unrest". When King Ḫammu-rāpi, an Amorite ruler came in power, Babylon and other city-states thrive, and under his rule the provincial cities were reunited and "effectively controlled" by the city-state Babylon (Harris 1975:1). Ḫammu-rāpi even called himself the "organizer of Sippar" (Harris 1975:7).

Sippar was divided into two cities and is sometimes referred to as the twin cities. One is called Sippar and the other, close by, Sippar-Amnānum (today Tell ed-Der), where the inhabitants worshipped the goddess Annunitum. Sippar Amnānum is known for the discovery of two thousand cuneiform tablets from the house of the goddess's chief singer of dirges, named Ur-Utu. The building was destroyed by fire: the heat baked the tablets and so preserved them (Bertman 2003:30).

Sippar, the other twin city, was known for the worship of the sun god Utu, so named in Sumerian and in Akkadian, the god is named Šamaš. Still, Sippar differed from other city-states for there were a number of towns and settlements "forming a city agglomeration" with Sippar the "central and principal city" (Harris 1975:10).

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<sup>434</sup> Greengus (2001:257-267) discusses Dekiere's (1994a,1994b & 1995) six volumes, the old Babylonian calendar Sippar calendar, and refers to new evidence on the local month names and places in the yearly calendar, which suggests that they are equivalent with those of Nippur.



#### 7.4.4 Institutional background

The sun god Šamaš, and his spouse Aia was the main cult centre in Sippar.

The *nadītum*, a certain priestess group, and other priestesses played an important role in the legal documents and a great part of the Old Babylonian documents from Sippar, were mainly limited to wealthy family members of the *nadītum* and other priestesses classes (Goddeeris 2002:40-42). The “White Temple” was a beautiful building; and it was linked to the *gagûm* of the priestesses of Šamaš. The *nadītum* women of Šamaš were actively involved in a variety of business transactions (Harris 1975:3). Even one of the kings, King Sîn-muballit’s daughter was a *nadītum* who lived in the cloister in Sippar (Harris 1975:7; Tanret 2010:234-236). The priestesses groups were in a unique position in Old Babylonian society. They were part of the temple, and to a certain extent, part of the more economic advantages of society (Tanret 2010:227).

#### 7.4.5 Essential elements

##### 7.4.5.1 Introduction

The essential elements (basic requirements) must be present for an agreement to be categorised as a division agreement. In the Sippar texts N1-26, Part C, these elements were present in the division agreements, either implicitly by means of specific terms, or in some instances, a conclusion could be drawn indirectly from the context of the agreement.<sup>435</sup>

##### 7.4.5.2 Family connection of contractual parties/co-owners

The division agreement must be an agreement between family members. In most of the Sippar texts, the brothers were contractual parties. There were, however, also a few sisters, in their status as different types of priestesses, mentioned as contractual parties. The family connection outline is thus:

- S1 was a division agreement between brothers regarding their deceased father’s estate

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<sup>435</sup> See table 21 in the conclusions-section of this chapter to understand the logical flow of the essential elements of Sippar.

assets.<sup>436</sup>

- S2 was a division agreement between brothers regarding one brother's<sup>437</sup> awarded divided asset.
- In S3, the brothers and a sister, a *nadītum* priestess, agreed to a division agreement.<sup>438</sup>
- In text S4, the family relationship of the two contractual parties is not clear from the text. It was included as a family deceased division agreement, because the inheritance share term **ḥa-la** was mentioned, which shows that this was the division of an inheritance. The contractual parties were not brothers; however, they were possibly in a family relationship due to the division of the inheritance property.<sup>439</sup>
- In S5 the brothers and sister agreed to the division regarding one asset from their father's estate, which was awarded to the sister as a possible usufruct. The sister was a *kulmašītum*, a well-known type of priestess.<sup>440</sup>
- In S6 the contractual parties were sisters and also priestesses, one being a *qadištu* priestess and the other a Šamaš priestess. The text was a recorded division agreement concerning the maternal estate.<sup>441</sup> See also S7 and S10.
- In S7, the contractual parties are sisters; one is a *qadištu* priestess.<sup>442</sup>

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<sup>436</sup> Inbuša and his brothers: Šamaš-muštēšir and Ibni-Irra. Their father Idadum's estate is divided. Term used: *maru*<sup>meš</sup> (children of X) See Part C.

<sup>437</sup> Aḥulap-<sup>d</sup>utu. See implied connection in no-claim-clause in Part C.

<sup>438</sup> The brothers <sup>d</sup>Šin-ī-din-nam, <sup>ld</sup>AMAR-UTU-mubaliṭ, sister Ša-at-<sup>d</sup>a naditum of Šamaš. Terms used are **dumu** (son of), **dumu-munus** (daughter of): see Part C.

<sup>439</sup> S4 is an unknown, agreement between <sup>d</sup>Šeškimansum. and Illisukkal. Their family relationship regarding one another is not evident from the text.

<sup>440</sup> The text was a recorded agreement of the division of the paternal deceased estate of Lamassuya between brothers Iddin-Adad (bare dominium owner), Awil-Adad, Adayatum and an unnamed sister who was a *kulmašītum*, a well-known type of priestess. See term **maru** (sons of) in Part C.

<sup>441</sup> The sisters were Erištum, a *qadištu* priestess and Amat-Šamaš, a Šamaš priestess. The text is a recorded division agreement of the maternal estate of Rībam-ilī between the sisters Erištum, a *qadištu* priestess and Amat-Šamaš, a Šamaš priestess during the reign of King Sinmubālī-iṭ. By agreement Erištum, the *qadištu* priestess received one **sar** of farmed house property. Amat-Šamaš was appointed as beneficiary of Erištum's estate regarding this property and it seems that the awarded house property was only a lifelong usufruct in favour of Erištum with Amat-Šamaš as the bare dominium owner.

<sup>442</sup> Sisters: Erištum, a *qadištu* priestess and Apīltasà. See term used: **nin-a-ni** (daughter of) in Part C.

- S8 was an agreement between brothers regarding one brother's share.<sup>443</sup>
- S9 was an agreement between brothers and a sister.<sup>444</sup>
- In S10, the text was a recorded division agreement between sisters.<sup>445</sup>
- S11, S12 and S13 reflected the recorded division agreement between brothers Sin-iķiřam, Ibni-řamař and Irra-nâřir. Each agreement was a summary recording of only one brother's agreed terms. We are fortunate to have all the copies of the three brothers' recorded agreements regarding their agreed awarded assets. It is possible that the recorded transactions were not completed simultaneously, because although there were more or less similar witnesses, more witnesses were present in the S11 agreement than in the other two agreements. In S11, thirteen witnesses were present and in the tablets S12 and S13, nine witnesses were recorded on each tablet. Tablet S11 tablet was probably recorded first; then, as time progressed, the other two tablets, S12<sup>446</sup> and S13 were drawn up,<sup>447</sup> and some of the initial witnesses were absent. The father of the contractual parties was the estate owner. All three brothers were contractual parties.
- S14 was a recorded division agreement between brothers.<sup>448</sup>
- S15 was a division agreement between a *zêrmařîtu* priestess and her brothers, regarding the division of their deceased father's estate.<sup>449</sup>

<sup>443</sup> One brother's share, Ipquřa. See no-claim clause and term *a-ĥi-řu* (brother in Part C).

<sup>444</sup> Brothers and sister, namely the brothers řin-magir, Dingir-pisa, Enlilsu, Ibi-enlil and sister Inbuřa, regarding one brother's share, that of Ibi-enli. See no-claim clause, terms **dumu** (son of X), **řeř-ani** in Part C.

<sup>445</sup> Regarding S10, the text is a recorded division agreement between sisters Eriřtum, Mimma and Idinu regarding the agreed division portion of one of them, Eriřtum. See also S6 and S7. Connection implied.

<sup>446</sup> This is a recorded division agreement between brothers Sin-iķiřam, Ibni-řamař and Irra-nâřir and reflected only one of the three brothers's agreed awarded assets, namely Ibni-řamař's divided assets. See no-claim clause in Part C.

<sup>447</sup> This is a recorded division agreement between brothers Sin-iķiřam, Ibni-řamař and Irra-nâřir during the reign of Sin-mubalit, reflecting only the one brother's agreed awarded assets, namely Irra-nâřir's division. See no-claim clause in Part C.

<sup>448</sup> Idinam, Munanum and Ūĥkiidinam regarding the agreed divided share of Munanum in the estate of Sin-nia. See term (**dumu**) son of X in Part C

<sup>449</sup> Lamâzi, a *zêrmařîtu* priestess (**mârat** –daughter of X) and her brothers regarding the division of their deceased father's estate Upî-mâgir. The tablet reflected only the priestess' agreed divided property. Schorr (1913:253) argues that the priestess ("hierodule") received the house, a slave and some movables, as her agreed awarded assets. If she married, however, the awarded property would become part of the income of her dowry, and at her death it would be given to her brothers. See Part C.

- S16 was a division agreement between three brothers and a sister, regarding the whole of the paternal estate, wherein they divided the communally-shared inherited property into assets of sole-ownership.<sup>450</sup>
- In S17, brothers and a sister were contractual parties in a division agreement regarding only one brother's share.<sup>451</sup>
- In S18, the brothers were contractual parties. The father (name not mentioned) was the estate owner.<sup>452</sup>
- S19 was a recorded division agreement between three brothers and their sister, and also the children of probably a deceased brother.<sup>453</sup>
- S20 was a recorded division agreement of the deceased paternal estate of Gaz-Ištar and living sister's estate Iltâni, Šamaš-priestess between the sister Iltâni, Šamaš-priestess and brothers Warad-ilišu and Sinatum.<sup>454</sup>

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<sup>450</sup> Agreement between three brothers and a sister, namely Nûr-Šamaš, Ilîma-aḥî, Palatum and Ḥumurum regarding the whole of the paternal estate (**a-bi-šu-nu**) wherein they divided the communally-shared inherited property into assets of sole-ownership. See Part C.

<sup>451</sup> Brothers and a sister were contractual parties in a division agreement regarding only the one brother's share namely Mâr-iršitim. This was a recorded division agreement of the unknown father and maternal estate of Bêliznu: between the brothers (*aḥ-aḥ-šu*) and a sister, namely the brothers Mâr-iršitim, Budium, Ilušu-ellâzu and sister Awât-Aja, **sal-me** priestess of Šamaš. For Schorr (1913:260) this was a division agreement between brothers, and a sister, a Šamaš priestess, and involved the father's and mother's estates. The brothers agreed to a trained bovine animal, some house devices and slaves, which can be deduced from the context, that the text formed part of the father's estate. Then they concluded, that the inheritance after the (late) mother and after the sister's death, a priestess who had a usufruct right in the maternal deduction, belonged to all the brothers together. The researcher is of the opinion that the three brothers and sister concluded a division agreement, and that in this recorded text only Mâr-iršitim, one brother's awarded divided assets, were mentioned. After the usual terms, that they have shared, and the division is finished, from the straw up to the gold, one will not complain against other; an additional agreement was recorded regarding the awarded divided assets of their sister, Awât-Aja, **sal-me** priestess of Šamaš, and the inheritance of Bêliznu, their mother. It seems that Awât-Aja, **sal-me** priestess of Šamaš, had a usufruct (lifelong right) regarding certain assets from her mother, and after the mother and thereafter, the sister's death, the three brothers will receive full ownership. (See Part C for implied connection from the no-claim clause).

<sup>452</sup> This text and the recorded agreement reflected in S19 concerned the one brother's divided awarded assets, namely that of Lipit-Ištar's. S18 was a recorded division agreement between two brothers Lipit-Ištar and Sin-mâgir regarding Lipit-Ištar's awarded divided asset. These two brothers undertook further to conclude an agreement with the remaining brothers. In this agreement, S18 the deceased parent was not mentioned. See implied connection in no-claim clause in Part C.

<sup>453</sup> The text was a recorded division agreement between three brothers (*mâr* son of X) Lipit-Ištar, Ibi-Sin, Sin-mâgir and their sister, Lamâzî, and the children (*maru<sup>mes</sup>*) of a probably deceased brother Ilušu-ibišu, namely Sin-idinnam and Riš-Šamaš. The parental estate of Bunîni was divided between the children. See Part C.

<sup>454</sup> Recorded awarded assets of Warad-ilišu, son of the Gaz-Ištar were registered by custom. The one brother Warad-ilišu, son of the Gaz-Ištar, received by division a house, and it was part of the deduction of the sister Iltâni, priestess of the Šamaš assets. The division agreement was between the brothers and their sister. The parties are - brother: Warad-ilišu, brother: Sinatum and sister: Iltâni Šamaš, who was a priestess. Both brothers

- The text S21 was a recorded division agreement between brothers and possibly a cousin.<sup>455</sup>
- In S22, brothers divided the estate of their deceased father.<sup>456</sup>
- S23 was a recorded division agreement where brothers were the contractual parties.<sup>457</sup>
- S24 was a recorded division agreement regarding the awarding of the divided asset to one brother.<sup>458</sup>
- S25 was a recorded division agreement between brothers and their nephew.<sup>459</sup>
- In S26, brothers agreed to a division of their deceased father's estate.<sup>460</sup>

#### 7.4.5.3 Estate owner/ Benefactor: father / mother / other kinship relationship

The estate owner in each Sippar division agreement was thus the following:<sup>461</sup>

- In S1 the estate owner was the father Idadum.
- In S2 an unknown parent was the estate owner, probably the father.
- In S3 the mother was Awil-dingir and father: Iptur-Sîn.
- In S4 an unknown parent was the estate owner, probably the father.
- In S5 there was also an unnamed sister who was a *kulmašītum*, regarding her share from

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performed a manifestation of an oath in the temple with the emblem of the Šamaš and with the land register. See also Sippar text S25 where there was also such a manifestation, using the emblem of Ellil, however. The contractual parties probably included the sister's estate in the terms of the agreement to ensure that she would not devolve her estate to another beneficiary who was not of the brothers' choosing. (Term used, *aḫi-šu*: his brother, see Part C)

<sup>455</sup> Children of X, **dumu-meš**. See Part C.

<sup>456</sup> Brothers (**šeš-ani**), Part C.

<sup>457</sup> <sup>d</sup>Utu-šu-zibani, <sup>d</sup>Utušatum and Ilī-awilim-rabi. Connection implied in no-claim clause, see Part C.

<sup>458</sup> Recorded division agreement between the brothers Rêmu<sup>m</sup>, Marduk-našir, Il-šu-banî, Bêl-banî, Bêl-šunu, Sig-Anunitu and Âḫḫati-šunu regarding the divided asset awarded to the one brother Âḫḫati-šunu. Connection implied in no-claim clause, see Part C.

<sup>459</sup> Schorr (1913:269-270) is of the opinion that the text was a recorded division agreement of a deceased estate of Awil-Adad between Warad-Sin, Sin-idinnam, Ilî-bani and their nephew, Ina-Êulmaš-zêr, son of their late brother Ilî-bani during the reign of King Ammi-saduga. Ina-Êulmaš-zêr their nephew received a house property by a division agreement. See terms used in Part C.

<sup>460</sup> Brothers (children of X) Ward-Marduk, Ibni-Marduk and Pazzalum agreed to a division of their deceased father Warad-Ulmaššitum's estate. See Part C.

<sup>461</sup> See Part C.

her father's estate.

- In S6 was the deceased mother Rîbam-ilî's estate.
- In S7 the owner was the mother Ribamili.
- S8 was regarding the paternal estate.
- In S9 an unknown parent was the estate owner, probably the father.
- In S10 an unknown parent was the estate owner, probably the mother.
- In S11 it was the deceased father's estate; however his name was not mentioned.
- In S12 the father was the estate owner, although his name was not mentioned.
- In S13 the father was the estate owner, although his name was not mentioned in the text.
- In S14 the father as the estate owner was named Sin-nia.
- In S15 the estate owner was implied: Upî-mâgir, the father.
- In S16 the father, although his name was not mentioned.
- In S17 the deceased father and living mother were the estate owners and a special provision was agreed upon regarding the sister's awarded divided assets.
- In S18 the father, although no name in this recorded text.
- S19 was the parental estate of Bunîni, the father.
- In S20 the combined estate of the father Gaz-Ištar and the sister, an Iltâni Šamaš-priestess, who were the estate owners. The father was probably deceased and the sister was still alive.
- In S21, the father, <sup>d</sup>AMAR-UTU-našir.
- In S22 the father was the estate owner.
- In S23 an unnamed father was the estate owner.
- In S24 it was either the father or mother's estate (probably the father).
- In S25 it were the estates of the father and great grandfather, Awîl-Adad.
- In S26 it was the estate of the father, Warad-Ulmaššîtum.

#### 7.4.5.4 *Estate assets: fully or partially divided*

In the context of each text an assessment could be made, to a certain extent, on whether all or some of the inherited estate assets were divided and awarded to the different contractual parties according to a division agreement.<sup>462</sup> Such an assessment follows:

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<sup>462</sup> See Part C.

- S1 was a partial division of the paternal estate, because only one brother's share, namely that of Inbuša, was divided.
- In S2 only a house was included in the division, although the statement "from straw to gold" gives the assumption that the whole estate was divided and only the most important immovable property was specified.
- In S3 a house, a field and a garden were mentioned, so it seems like a partial division, because only the sister's awarded divided share was recorded.
- In S4, only a field was mentioned.
- In S5, only the sister's share awarded to her brother, Iddin-Adad, was recorded, regarding a certain house (with measurements and the position next to neighbours indicated with their names).
- In S6 only one **sar** farmed house was mentioned. However, the term "from straw up to gold" was used, and it could be concluded that either this was the only asset awarded to the sister, or that this was the essential important awarded asset of the estate.
- In S7 only one **sar** built-house and female worker of <sup>d</sup>Utu were mentioned, although the statement "from straw to gold" gives the impression that the whole of the estate was divided and only the most important immovable property was specified.
- In S8 only one brother's share in terms of a house and a bakery was noted; however the sequential phrase "from straw to gold" was used.
- In S9, one brother's agreed division share was recorded.
- In S10, one **sar** built house regarding one sister's share was noted.
- In S11, although in each contract only one **sar** house property with plot and /or without a house were agreed upon, there could have been other assets, such as movables which were

not mentioned in any of the three texts, and which the brothers chose to share in a co-ownership. However, the term used, from “chaff (straw) to gold”, suggested that the whole of the paternal estate was divided.

- S12 was a recording pertaining to only one of the three brothers’ agreed awarded assets. The house property was included. No movables were mentioned in the agreement. However, the contractual parties concluded that everything in the estate was divided using the term: “from straw up to gold” is divided. Maybe the movables were not considered by the contractual parties as “significant enough”, and were therefore not referenced.
- In S13, the recorded agreed portion of only one of the three brothers: a plot with a house and a plot without a house were the assets awarded to him. Some movables were probably involved, although they were not mentioned; however, the contractual parties concluded that everything in the estate was divided using the term: “from straw up to gold” is divided. See line 9: *iš-tu bi-e a-di ħurâšim* - from straw up to gold.
- S14 recorded an exchanges of houses between the brothers.
- S15 the agreed estate assets awarded to the sister consist of  $\frac{1}{3}$  **sar** built house, 1 slave woman called Alî-abî and some movables including a bed and a chair. The whole estate was not divided in this recorded agreement; there were other recordings reflecting the rest of the paternal estate assets and the agreed awarded assets of the brothers.
- In S16 the whole of the paternal estate was divided, and no description of the assets was provided.
- In S17 it seems that most of the estate assets regarding one brother’s awarded assets were included in the recorded agreement, because different assets were divided – including a house, household goods, utensils and an animal. In addition, the term “from straw up to gold” was included in the text by the contractual parties.
- In S18 the paternal estate assets were partially divided regarding one brother’s awarded assets.



- In S19 only a portion of the estate was divided, because this agreement pertained only to the asset division of two of the family members.
- S20 mentions only a house and all the contents of the father's house, as well as that of the sister, Iltâni. The assets, thus, seem to include the whole estate or at least those properties worth mentioning for some reason; albeit personally and/or financially:  $5\frac{5}{6}$  **sar** 8 **gìn** farmed house ( $5\frac{5}{6}$  **sar** 8 **gìn é-dù-a**).
- In S21, a house, fields, silver and some movable property regarding the inheritance share of one brother/nephew were recorded.
- In S22, only the share of one brother was divided, and the assets consisted of fields, houses and slaves and some movable property.
- In S23 most of the valuable assets were recorded, which consisted of  $\frac{2}{3}$  **sar** built house, 2 oxen with a head worker and female head worker, Il-qi.
- In S24, the estate assets included a field, a house and some movable property; however only those assets regarding the awarded divided portion of one brother. Thus, only a portion of the estate which was divided, was recorded in the agreement.
- In S25 the properties,  $3\frac{1}{2}$  **sar ki-gál** property and was recorded regarding the awarded divided asset of the nephew. The household goods were subject to a fief (trust), which was not described in the text. It seems that the whole of the estate, except for the fief over the household goods, was divided according to lines 26-29: **ul-maš-zêr] mârû<sup>meš</sup> a-wi-[il-ilu<sup>il</sup>adad] ú-ub-bi-[bu] Ukur-Šû**. After all the acquisitions, Awîl-Adad took possession. However, agreements regarding the brothers' division could have been concluded, but were not reflected here. The “straw to gold” clause was not present in the text.
- In S26, only slaves were mentioned and the following clauses appeared: “what Warad-Marduk, the platoon leader (?), their brother, has acquired from his own power he has allotted in good will to Ibni-Marduk and Pazzalum, his brothers”.

#### 7.4.5.5 Mutual Consent

The mutual consent terms occurred in their contextual and grammatical structures as follows:

- In S1 there was mutual consent as seen in Line 7: *i-zu-zu-šu-um zi-zu ga-am-ru* - they have shared, they were finished.
- In S2 again, mutual consent as noted in Line 2: *i-zu-uz-zu* - they have divided (agree to the division).
- In S3, consent has been given as seen on both tablets in Lines 6 and 7 - *zi-zu ʾgaʾ-[am-ru]* *ʾiʾ-zu-uz-zu-ú* –they agree to the division and the division is finished.
- In S4, line 8: *i-zu-zu zi-ʾzuʾ* - they agree to the division, and line 9: *ga-am-ru* - the division is finished.
- In S5, lines 6-7 the clauses appeared: *zi-zu gam-ru li-ba-šu-nu ʾà-ab ú-ul i-tu-ru-ú-ma* - they have divided, they have gone through with it, their hearts are satisfied.
- In S6, lines 7-8 the following clause appeared: **nin-a-ni** *i-zu-zu zi-za ga-am-ra* - the ladies agree to the division, the division is finished.
- S7 Case (BM 92658 A = Case of CT 6 42b)  
Line 7: *i-zu-zu zi-za ga-am-ra* - agree to the division, the division is finished.  
Tablet (BM 92658) = CT 6 42b Line 7: **nin-a-ni** *i-zu-zu* - the sisters agreed to the division.
- In text S8 see line 5: *ša it-ti a-ḫi-šu i-zu-zu* - the brothers agreed to the division.  
Line 6: *zi-zu ga-me-er-ma* - the division is made, the division is completed.
- In text S9 see case (BM 92585 A) = case of CT 8 16a  
Line 26: *zi-zu ʾgaʾ [am-ru-um bu]-ʾruʾ-ú-ma* - they agreed to division and finished the division.  
Tablet (BM 92585) = CT 8 16 a Line 25: *zi-zu ga-ab-ru-um bu-ru-ma* – they divided the estate and finished the division.

- In S10 the term: *i-zu-za* was recorded on the tablet and case.
- In S11, the following terminology strengthened the mutual consent:  
 Line 9: *iš-tu bi-e a-di hurâsim* - from straw/chaff up to gold.  
 Line 10: *zi-zu-ú ga-am-rum* - the division is completed.  
 Line 12: *ú-ul i-ra-ga-am* - brother against brother will not raise a complaint against another.
- S12, line 9: *zi(!)-zu-ú* - the division is completed.
- S13, line 10: *zi(!)-zu-ú ga-a-rum* - the division is completed.
- S14, line 9: *i-zu-zu zi-zu ga-am-ru* - they divided, they shared, and the division is finished.
- In S15, no mention was made of a mutual consent. The text referred only to an inheritance share (Line 6 *zitti*), followed by an oath clause. Other recorded texts reflected the brothers' awarded assets, and if they are read together, then mutual consent was implicit.
- In text S16, line 5: *zi-zu* - where the party agreed to the division of the estate as read together with lines 5-6: *iš(!)-tu bi-i a-na hurâsim* - from straw up to gold; and lines 7-8: *a-ḫu-um a-na a-ḫi-[im] ú-ul i-ra-[ga-am]* - brother against brother will not raise a claim against each other.
- In text S17, line 14: *i-zu-zu zi-zu ga-am-ru* – they have shared and they are finished.
- In text S18, line 13: *zi-zu ga-am-ra* - they have shared, they are finished.
- In text S19, line 16: *zi-zu ga-am-ru* - they have shared, they are finished. Together with the other translated terms: they have shared, they are finished. From straw up to gold and no one will raise a complaint against the other.
- In text S20, *i-zu-zu* is mentioned in a few instances, that is, in lines 8, 10 and 11 – they have agreed to divide.

- In text S21, tablet (BM 82452), line 2 : *i-zu-‘uz’ [...]* - agreed to the division.  
Case (BM 82453) line 17: *i-zu-‘zu’ [...]* - they agree to the division.
- In S22, tablet (BM 16813) see the following terms:  
Line 24: *i-zu-zu* – they agree to the division.  
Line 25: *bi-ta-am ù ba-ši-it é-a-ba* - property regarding the house.  
Line 26: *mi-it-ḥa-ri-iš i-zu-zu* - they divided equally and agree to the division.  
Line 27: *[zi-zu ga-am-ru iš]-tu pí-e* - the division is finished from straw.  
Case (BM 16813 A)  
Line 26: *mi-it-ḥa-ri-iš i-zu-zu* – they agree to the division.  
Line 27: *zi-zu ga-am-ru* - the division is finished.  
Only the share of one brother was divided. The awarded assets consisted of fields, houses and slaves and some movable property.
- In S23 see the text as follows:  
Case (BM92659 A) = Case of CT 6 31 b  
Line 10 *zi-zu ga-am-ra-am* – they agree and the division is finished.  
Line 9 *a-ḥi-šu-nu i-zu-zu*- brothers agree to the division.  
Tablet (BM 92659)  
Line 10 **dumu-meš** *zu-za-nu-um* - the sons (siblings), they agree to divide.  
Line 12 *i-zu-zu zi-zu ga-am-ra-am* - they agree to the division, the division is finished.
- In S24, see line 16: *i-zu-zu zi-zu ga-am-ru* – they have agreed to the division and the division is finished.<sup>463</sup>

<sup>463</sup> Pinches' (1888:61) free translation is as follows: "Free rendering of her essential part of the contract: Three acres of a field in the province of Tarbani, (and) part of an acre of a field, the property of Âḥḥati-šunu, (situated) beside the field of Âmat-Šamaš, daughter of Libit-Nanâ, and beside the field of Bêl-šunu, one end (being) the river Euphrates, and the other the aqueduct. Two-thirds of a furlong (and) 5 **zu** (?), (with) the house (in) Sippar, 1 1/2 - furlong (with) the house (in) Tarbani, 1 ox, 1 young sheep, (and) 1 'ikuše-stone-all this property together (?), which is in the possession of Sig-Anunitu, Bêl-šunu, Bêl-banî, Îl-šu-banî, Rêmu<sup>m</sup>, and Marduk-našir, she (Âḥḥati-šunu) has sold, and they have paid the complete price. They are content-from the word to the gold (that is, with regard to the agreement or contract, and with regard to the money and everything else) at no future time shall (the buyers and the seller) have any claim against each other. They have invoked the spirit of Šamaš, Aa, Marduk, and Samsu-iluna, the king (Pinches 1888:61). It should be noted that the text was translated in 1888; information was only gathered in the following year regarding the grammar and lexicon of Sumerian. Thus, the researcher has translated the text, alongside Pinches' transcription, with a few changes: see Part C, S24. Pinches (1888:61) considers the text as part of the group "technically known as case-tablets" which he considers "tablets with envelopes moulded around them after they had been inscribed, the envelope then receiving also the same inscription."... "In many cases both the tablet and its envelope are impressed with the cylinder-seals of one or more of the contracting parties or the witnesses. In the present instance it is the envelope

- In text S25 see line 14: *i-zu-zu* – they have divided and line 15: *zi-zu ga-am-ru* – they have shared, they are finished.
- In text S26 see line 14: *i-zu-zu* – they agreed to divide.

#### 7.4.5.6 *Raison d'être*

The texts wherein an exchange or a variation thereof occurred are thus:

- In S1 and S2, there was an exchange of goods, but no details were provided.
- In text S3, an exchange took place where the sister received some immovable property such as built houses and the innermost platform rooms.
- In S4, there was an exchange of goods, but no details were provided.
- In S5, an exchange took place, because it seems from the text that the sister received the house as a usufruct and one brother became the bare dominium owner, as per agreement.
- In text S6 an exchange- and inheritance clause appeared, regarding only one of the two sisters' awarded estate assets.
- In S7, S8 and S9 there were exchanges recorded.
- In S10 there was an exchange regarding one sister's share.
- S11, S12 and S13 were concise recordings; each brother kept his copy of the agreement as proof of his agreed divided portion of sole ownership with its exchanges and reshuffling of assets.
- In S14, an exchange took place.

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only that is impressed with seals, the tablet itself not having space for any.”... “The seals on the envelope, however, are especially good.” Pinches (1888:61) opines that it is a sale of land, “and presents some very interesting features.” The researcher does not agree due to the term *i-zu-zu i zu* which means that the parties mutually agreed divide and not as Pinches (1888:61) translates in line 16 as “they have paid the complete price”.

- In S15 the house, slave and movables were awarded to the daughter/sister, on condition that if she, as a priestess, married and her husband at the time of her death took possession of the house and slave, then her estate would forfeit the ownership of the mentioned property and it would devolve to her brothers.
- In S16, there was a reshuffling of the deceased paternal estate assets bequeathed to the beneficiaries of the deceased estate.
- In S17, a usufruct and an exchange took place.
- In S18, an exchange took place following an agreement between only two brothers; they vouched for the other brothers who will join them later in a recorded agreement regarding their agreed divided assets.
- In S19 like in S16, we encounter a description of the assets awarded to one brother, Lipit-Ištar. In this agreement lines 12-13, Schorr (1913:258) mentioned that the brother died and his estate were represented by the deceased brother's two sons. Schorr (1913:258) interpreted lines 14-15 as signifying that due to their sister's status and occupation as priestess, her awarded assets remained the property of her brothers. It seems that she had a lifelong usufruct of her inheritance.
- In S20 and S21, an exchange took place.
- In S22 only the share of one brother was divided – assets consisted of fields, houses and slaves and some movable property, and it seems that a reshuffling of assets took place.
- In S23, an exchange took place.
- In S24 and S26 there was an exchange regarding one asset.
- In S25, there was a trust created in the agreement.

#### 7.4.5.7 Summary

All of the essential elements of a family deceased division agreement are present in the Sippar texts as shown in Part C under texts S1-S26. There were specific terms or words reflecting these elements and in some instances, conclusions are drawn from the context in the texts. See table outline (*infra*) regarding a synoptic comparison of the different essential elements of Old Babylonian Sippar.

**Table 15 Outline of the essential elements of Sippar division agreements**

<b>SIPPAR</b> <b>Division agreement of a deceased family member's estate</b> <b><u>Oral division agreement reflected in recording on tablet</u></b> <b><u>Essential elements:</u></b> <b>Basic requirements “to be a house”</b> <b>“building materials” for a house e.g. walls, roof, windows, door</b>	
<b>Family connection</b>	Brothers, sisters (some priestesses).
<b>Deceased estate owner</b>	Father and in some texts mother's estate; one text: both parents' estates.
<b>Estate assets</b>	Whole of the estate divided. <ul style="list-style-type: none"> <li>• terms: “from straw to gold” and “as much as there is”,</li> <li>• description of a variety of assets including houses, fields, slaves and other movable property.</li> </ul>
<b>Mutual consent</b>	<i>i-zu-zu</i> (Akkadian).
<b>Raison d'être</b>	Mechanisms: mainly an exchange, then a few instances of “bringing in” and donation. Supported by: the casting of lots.



Family connection: All twenty-six division agreements of Sippar are family division agreements of family members' deceased estates. With some of the elements omitted, such as the family connection and family relationship, certain interpretational problems occurred; however there is still a family connection present in all of the twenty six division agreements of the family deceased division agreements. In Sippar, in eleven of twenty-six agreements, the contractual parties are sisters, while in nine of those, the priestess sisters partake in an agreement. In four of the twenty-six agreements, the paternal mother is a deceased owner, usually in the role of a priestess.

Deceased estate owner: The deceased estate owner is the late father in twenty-one texts; in only three texts is the late mother's estate divided. In one text, both parents' estates are

divided.

Estate assets: In the majority of the agreements, only one contractual party's awarded assets are reflected in an agreement. However, taking into account terms such as “from straw to gold” and “as much as there is”; as well as the description of a variety of assets including houses, fields, slaves and other movable property it seems that the whole of the estate was divided.

Mutual consent: The contractual parties mutually agreed to the division of the inheritance assets by predominantly using the Akkadian term *i-zu-zu*.

*Raison d'être*: In Sippar, the mechanism for a division agreement is mainly an exchange supported in one instance by a casting of lots. In one text, a “bringing in” also occurred together with an exchange of assets. Only in one instance was there an equal share clause. When examining the divisions in the majority of the texts, it seems that there was no equal division of assets and there seems to be a donation utilised as a mechanism of division.

## 7.4.6 Natural elements

### 7.4.6.1 Introduction

Natural consequences were derived from division agreements through practice and law. Only the following terms are used:<sup>464</sup>

- Nat 2: “bringing in” (**búr**) (one text, S17).
- Nat 3: “division by lots” (<sup>giš</sup>**sub-ba**) (one text, S26).
- Nat 4: “heart is satisfied” (*li-ba-šu-nu táb ab*) (S1, 3, 5, 7, 8 and 23) .
- Nat 5: “completely divided” (*ga-am-ru/ištu*) (all the texts except S10, S15, S21 and S26).
- Nat 6: “no claim” (except S4, S10, S15, S25).
- Nat 7: an oath (all texts).
- Nat 9: “equal shares” (*mi-it-ha-ri-iš*) (one text S22).
- Nat 10: trust/trustee (one text, S25).

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<sup>464</sup> See table 21 in the conclusions-section of this chapter to understand the logical flow of the natural elements of Sippar.



- Nat 11: usufruct (S5, S17, S19).
- Nat 12: witnesses (all texts) *maḥar/igi/pan*.

#### 7.4.6.2 Bringing in (Nat 2)<sup>465</sup>

In S1 – S16, S18, S19-S26 no “bringing in” clause was present.

Only in one text, namely S17, could we derive from the context that 5 shekels of silver were offered as an equivalent for the house. See Lines 6-7: *ki-ma 5 šikil k[aspim] ša bîtam a-pa-li* - 5 shekels of silver as an equivalent for the house.

#### 7.4.6.3 Division by lots/in good will (Nat 3)<sup>466</sup>

In S1 - S25 no division by lots clause was recorded.

Only in one text, S26, do we note from the context that: “Warad-Marduk, the platoon leader (?), their brother, has acquired from his own power he has allotted in good will to Ibni-Marduk and Pazzalum, his brothers”.<sup>467</sup>

#### 7.4.6.4 Heart is satisfied (Nat 4)<sup>468</sup>

In Sippar the particular phrase “heart is satisfied” was unique to the agreement and made it easy for a reader of cuneiform texts to identify the agreement from other texts. In Sippar, the particular phrase in the texts is thus:

- In text S1, line 8: “their hearts are satisfied”(*li-ba-šu-nu tâb ab*).
- In S3 the parties state, “their hearts are satisfied” and further that “from straw to gold” and also, “the division is finished, brother against brother will not raise a claim against another and their heart is satisfied”.<sup>469</sup>

<sup>465</sup> Term **bûr**.

<sup>466</sup> Terms: <sup>giš</sup>**sub-ba** or *išqu*.

<sup>467</sup> Lines 10 – 14: *i-na e-mu-uḫ ra-ma-ni-šu ir-šu-ú-ma a-na ib-ni-<sup>illu</sup>marduk ù pa-az-za-lum aḫ-ḫi-šu i-na tu-ba-ti-šu i-zu-zu*.

<sup>468</sup> *li-ba-šu-nu tâb ab*.

<sup>469</sup> Tablet (BM 82425), line 31 *il-te-qú-ú li-ba-šu-nu tú-ub* - and their hearts are satisfied

Case (BM 82425 A) Lines 16-19: *a-’di’ ’guškin’ zi-zu ’ga’-[am-ru] ’i’-zu-uz-zu-ú iš-tu pí-e a-di ’guškin’ [zi-zu*

- In S5, the contractual parties state that “they have divided, they have gone through with it, and their hearts are satisfied”.<sup>470</sup>
- In S7, the text reads “the division is finished and their hearts are satisfied” and again later “their hearts are satisfied”.<sup>471</sup>
- In S8, on the tablet the text reads, “the division is finished and their hearts are satisfied”.<sup>472</sup>
- In S23 on the case, the text reads, “their hearts are satisfied”. On the tablet, the text reads in three instances “their hearts are satisfied”.<sup>473</sup>
- In S24, line 17: *li-ib-ba-šū-nu ṭa-ab* - their hearts are satisfied.
- In S25, line 16: *li-ib-ba-šū-nu tâb<sup>ab</sup>* - their hearts are satisfied.

In S2, S4, S6, S9-S22, and S26 the phrase does not occur.

#### 7.4.6.5 *Much as there is, completely divided (Nat 5)*<sup>474</sup>

S10, 15, 21 and S26 do not have “as much as there is”; a complete division clause. In the following text, this clause occurred with its variants:

- In text S1, line 7: *i-zu-zu-šū-um zi-zu ga-am-ru* - they have shared, they are finished.
- In S2, the contractual line 7: *iš-tu pí-[e] a-di guškin* - “from straw to gold” they have

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*ga-am-ru ma-la ma-šú-ú] ‘zi’-ta-šū-nu ga-me’-[er]-tam il-te- ‘qú-ú’ [li-ba]- ‘šū’-nu tú - ‘ub’ ‘ud’-[kúr-šè a-ḥu-um a-na a-ḥi-im]* - “from straw to gold”, the division is finished, brother against brother will not raise a claim against another and their hearts are satisfied.

<sup>470</sup> S5 Lines 6-7: *zi-zu gam-ru li-ba-šū-nu ṭa-ab ú-ul i-tu-ru-ú-ma* - they have divided, they have gone through with it, their hearts are satisfied.

<sup>471</sup> In S7 Tablet (BM 92658) = CT 6 42b Line 8: *zi-za ga-am-ra iš-tu pí-e* - the division is finished and their hearts are satisfied. S8 Line 7: *li-ba-šū tú-ub* - their hearts are satisfied.

<sup>472</sup> In S8 Tablet (BM 92658) = CT 6 42b Line 8: *zi-za ga-am-ra iš-tu pí-e* - the division is finished and their hearts are satisfied.

<sup>473</sup> In S23Case (BM92659 A) = Case of CT 6 31 b, line 11 *li-ib-ba-šū-nu ṭa-ab* - their hearts are satisfied Tablet (BM 92659) Line 13 *li-ib-ba-šū-nu ṭa-ab* - their hearts are satisfied, S24 line 17: *li-ib-ba-šū-nu ṭa-ab* - “their hearts are satisfied”, S25 Line 16: *li-ib-ba-šū-nu tâb<sup>ab</sup>* – their hearts are satisfied.

<sup>474</sup> Terms *gamāru*, *ištu*, *gál-àm*.

divided.

- In S3 on the Tablet (BM 82425) in the text and on the case we read: the division is finished, brother against brother will not raise a claim against another and their hearts are satisfied.<sup>475</sup>
- S4, line 9: *ga-am-ru* - the division is finished.
- S5, lines 6-7: *zi-zu gam-ru li-ba-šu-nu ta-ab ú-ul i-tu-ru-ú-ma* - they have divided, they have gone through with it, their hearts are satisfied.
- In S6 the text states: the ladies agree to the division, the division is finished.<sup>476</sup>
- In S7 on the case, the text reflects: *i-zu-zu zi-za ga-am-ra* - agree to the division, the division is finished and on the tablet *zi-za ga-am-ra iš-tu pí-e* - the division is finished and their hearts are satisfied. “From straw to gold”.<sup>477</sup>
- In text S8, in line 6: *zi-zu ga-me-er-ma* - the division is made, the division is completed.
- In S9, the text reads on the case “they agree to division and finished the division”. On the tablet: “they divide the estate and finished the division. “From straw to gold”.<sup>478</sup>
- S11, line 9: *iš-tu bi-e a-di hurâšim* - from straw up to the gold.

<sup>475</sup> S3 Tablet (BM 82425), lines 29-30 *zi-zu ga-am-ru ma-la-ma-šú-ú zi-ta-šu-nu ga-me-ir-tam* - they have divided, the division is finished. Case (BM 82425 A), lines 16-19: *a-di guškin zi-zu ga-[am-ru] i-zu-uz-zu-ú iš-tu pí-e a-di guškin [zi-zu ga-am-ru ma-la ma-šú-ú] zi-ta-šu-nu ga-me-[er]-tam il-te qú-ú [li-ba]-šu-nu tu-ub ud-[kúr-še a-hu-um a-na a-ḫi-im]* - “from straw to gold”, the division is finished, brother against brother will not raise a claim against another and their hearts are satisfied; from straw to gold.

<sup>476</sup> S6 Line 7-8 **nin-a-ni** *i-zu-zu zi-za ga-am-ra* - the ladies agree to the division, the division is finished. Line 7-8 **nin-a-ni** *i-zu-zu zi-za ga-am-ra* - the ladies agree to the division, the division is finished. Line 9: *iš-tu bi-e a-di hurâšim* - from straw up to the gold.

<sup>477</sup> S7 Case (BM 92658 A = Case of CT 6 42b Line 8: *iš-tu pí-e a-di guškin* - “from straw to gold” Tablet (BM 92658) = CT 6 42b Line 9: *a-di guškin a-ḫa-tum* - “from straw to gold”

Case (BM 92658 A = Case of CT 6 42b Line 7: *i-zu-zu zi-za ga-am-ra* – they agree to the division, the division is finished. Tablet (BM 92658) = CT 6 42b Line 8: *zi-za ga-am-ra iš-tu pí-e* - the division is finished and their hearts are satisfied.

<sup>478</sup> S9 Case (BM 92585 A) = Case of CT 8 16a Line 26: *zi-zu ga-[am-ru-um bu]-ru-ú-ma* - they agree to division and finished the division. Tablet (BM 92585) = CT 8 16 a Line 25: *zi-zu ga-ab-ru-um bu-ru-ma* - they divide the estate and finished the division. Case (BM 92585 A) = Case of CT 8 16a Line 27: *iš-tu pí [e a-di] guškin* - “from straw to gold”. Tablet (BM 92585) = CT 8 16 a Line 26: *iš-tu pí!-e a-di guškin* - “from straw to gold”.

Line 10: *zi-zu-ú ga-am-rum* - the division is completed.

- S12, line 9: *zi(!)-zu-ú* - the division is completed.

Line 10: *iš-tu bi-e a-di hurâšim* - from straw up to gold.

- S13, line 10: *zi(!)-zu-ú ga-a-rum* - the division is completed.
- S14, line 9: *i-zu-zu zi-zu ga-am-ru* - they divided, they shared, and the division is finished.
- S16, lines 5-6: *iš(!)-tu bi-i a-na hurâšim* - from straw up to gold.
- S17, line 9: *iš-tu bi-e a-di hurâšim* - from the straw up to gold.  
Line 14: *i-zu-zu zi-zu ga-am-ru* - they have shared, they are finished.

- S18, line 13: *zi-zu ga-am-ra* - they have shared, they are finished.

- S19, line 16: *zi-zu ga-am-ru* – they have shared, they are finished.

Line 17: *iš-tu bi-e a-di hurâšim* - from straw up to gold.

- S18, line 13: *zi-zu ga-am-ra* - they have shared, they are finished.
- S19, line 16: *zi-zu ga-am-ru* - they have shared, they are finished.
- S20, lines 11: *zi-zu ga-am-ru iš-tu bi-e* - they have shared, they are finished.

Line 12: *a-di hurâšim a-ḫu-um a-na a-ḫi-im* - from straw up to gold.

- In S22 the tablet reads: “the division is finished from straw, and later, the division is finished”. Furthermore: “The division is finished from straw...to gold, brother to brother”.<sup>479</sup>

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<sup>479</sup> S22 Tablet (BM 16813) Line 27: *[zi-zu ga-am-ru iš]-tu pí-e* - the division is finished; from straw

Case (BM 16813 A) Line 27: *zi-zu ga-am-ru* - the division is finished

Tablet (BM 16813) Line 27: *[zi-zu ga-am-ru iš]-tu pí-e* - the division is finished from straw; line 28: *[a-di guškin a-ḫu-um] a-na a-ḫi-im* - to gold; brother to brother. Case (BM 16813 A) Line 28: *iš-tu pí-e a-di guškin* - “from straw to gold”.

- In S23 on the case and tablet the text reads: “they agree to the division, the division is finished”. Also, has agreed to the division and the division is finished. “From straw to gold”.<sup>480</sup>
- S25, line 15: *zi-zu ga-am-ru* – they have shared, they are finished.

#### 7.4.6.6 No claim (Nat 6)<sup>481</sup>

The texts S4, S10, S15 and S25 had a no claim clause.

The following texts reflected this clause with its different variants, namely:

- S1, lines 9-12: Šamaš-mustêšir and Ibni-Irra will not complain and come back [and not sue the children of Idadum, against Inbuša, their brother].<sup>482</sup>
- S2, line 5: they will not complain and come back, at a future time one brother against the other shall not make a claim.<sup>483</sup>
- S3: brother against brother will not raise a claim against another. And “from straw to gold”, the division is finished, brother against brother will not raise a claim against another and their hearts are satisfied.<sup>484</sup>
- S5, line 7 - *ú-ul i-tu-ru-ú-ma* – no one will come back.
- S6, line 10: *a-na a-ḥa-tum ú-ul i-ra-ga-am* - will not complain one against other.

<sup>480</sup> S23 Case (BM92659 A) = Case of CT 6 31 b Line 10 *zi-zu ga-am-ra-am*. Tablet (BM 92659) Line 12 *i-zu-zu zi-zu ga-am-ra-am* - they agree to the division, the division is finished. S24, lines 15-17 *i-zu-zu zi-zu ga-am-ru* – they have agree to the division and the division is finished; line 18: *iš-tu pi-e a-di ḥuraši* - from the straw to the gold. S25, line 15 : *zi-zu ga-am-ru* – they have shared, they are finished.

<sup>481</sup> Terms : **inim nu-um-gá-gá-a** or the variant **šeš-a-ne-ne ba-ani-ib-ge<sub>4</sub>-ge<sub>4</sub>-ne**.

<sup>482</sup> S1, line 9-12 : [*ú*]-ul *i-tu-ru-ú-ma iluša-maš-mu-uš-te-še-ir* [ù ib]-ni-ilu ì[r-ra mârûmeš *i-da-du-um a-na in-bu-ša a-ḥi-šu-nu ú-ul i-ra-ga-mu*].

<sup>483</sup> S2, Line 5: *ú-ul i-ta-ar-ma* - they will not complain and come back; Line 8: *zi-zu a-na a-ḥu-la-a> -dutu ú-ul i-ra-ga/-mu* - at a future time one brother against the other shall not make a claim.

<sup>484</sup> S3 Tablet (BM 82425) Line 32 *ud-kúr-šè a-ḥu-um a-na a-ḥi-im* - brother against brother will not raise a claim against another. Case (BM 82425 A) Lines 16-19: *a-`di` `guškin` zi-zu `ga`-[am-ru] `i`-zu-uz-zu-ú iš-tu pí-e a-di `guškin` [zi-zu ga-am-ru ma-la ma-šú-ú] `zi`-ta-šu-nu ga-me`-[er]-tam il-te- `qú-ú` [li-ba]-`šu`-nu tú - `ub` `ud`.[kúr-šè  $\neg$  a-ḥu-um a-na a-ḥi-im] - from straw to gold, the division is finished, brother against brother will not raise a claim against another and their hearts are satisfied.*

- S7 Case (BM 92658 A = Case of CT 6 42b)  
Line 9: *a-ḥa-tum a-na a-ḥa-tim* - sister to sister will not come back.  
Line 10: *ú-ul i-ra-ga-am* - they will not raise a word against each other.  
Tablet (BM 92658) = CT 6 42b  
Line 10: *a-na a-ḥa-tim ú-ul i-ra-ga-am* - they will not come back.
- S8: they will not come back, brother against brother, shall not come back and make a claim against each other.<sup>485</sup>
- S9 Case (BM 92585 A) = Case of CT 8 16a Tablet  
Line 28: *a-ḥu-[um a-na a-ḥi-im] 'ú'-ul e-ra-ga-am* - brother to brother will not come back.  
Tablet (BM 92585) = CT 8 16 a, line 27: *a-ḥu-um a-na a-ḥi-im ú-ul inim gá-gá-a* - brother to brother will not come back.
- S11, line 12: *ú-ul i-ra-ga-am* - brother against brother will not raise a complaint against another.
- S12, line 12: *a-ḥu-um a-na a-ḥi-im ú-ul i-ra-ga-am* - brother against brother will not raise a complaint against another.
- S13, lines 11-12: *a-ḥu-um a-na a-ḥi-im ú-ul i-ra-ga-am* - brother against brother will not raise a complaint against another.
- S14, line 10: *ud-kúr-šè a-ḥu-um a-na a-ḥi-im* - brother to brother they will not return.  
Line 11: *ú-ul i-ra-ga-am* - they will not lay a word against each other.
- S16 lines 7-8: *a-ḥu-um a-na a-ḥi-[im] ú-ul i-ra-[ga-am]* - brother against brother will not raise a claim against each other.
- S17, lines 16-17: *a-ḥu-um a-na a-ḥi-im ú-ul i-ra-ga-am* - one will not complain against

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<sup>485</sup> S8, line 8: *ú-ul i-ta-ar-ma* - they will not come back; line 10: *a-ḥu-um a-na a-ḥi-im* - brother against brother; line 11: *ú-ul i-ra-ga-am* - shall not come back and make a claim against each other.

other.

- S18, lines 14-15: *a-ḥu a-na a-ḥi ú-ul i-ra-ga-am* - one against the other will not raise complaint.
- S19, lines 18-19: *a-ḥu-um a-na a-ḥi-im ú-ul i-ra-ga-am* – no one will raise a claim against another.
- S20, line 13: *ù-ul i-ra-ga-am* - one will not complain against other.
- S21, line 3: *[ud]-kúr-šè lú-lú-ú?-ra* - brother to brother.  
Line 4: *ṽunim ṽnu-um-gá-gá-a* - will not speak a word against each other.
- S22, Tablet (BM 16813)  
Line 29: *[ú-ul i-ra-gu]-um [...]* - they will not raise a word.  
Case (BM 16813 A), line 29: *a-ḥu-um a-na a-ḥi-im ú-ul i-ra-gu-um* - brother to brother will not raise a word.
- S23, Case (BM92659 A) = Case of CT 6 31 b  
Lines 12-13 *ud-kúr-šè a-ḥu-um a-na a-ḥi-im ú-ul i-ra-gu-ṽmu* - in the future brother against brother will not raise a claim.
- S24, lines 19-20: *ana matima a-ḥu-um a-na a-ḥa-im la iragamu* - in future brother against brother will not have a claim against another.
- S26, line 26: *ú-ul i-ra-ag-ga-mu* - brother to brother will not come back to raise a complaint.

#### 7.4.6.7 Oath in temple (Nat 7)<sup>486</sup>

The other “normal” oath, which also occurred in Nippur and Larsa texts, involved instances where the contractual parties sworn to the gods, the reigning king and sometimes in Sippar

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<sup>486</sup> Term **pàd**.

even to the city itself. See in this regard the incidental elements.

In Sippar, an oath occurred in the temple in three of the texts, S20, S25 and S26, which included ceremonial rituals. The contractual parties cleansed themselves during a ritual. In one text there was a ceremony wherein the agreement was also register in a land register.

- S20 was a recorded division agreement of the deceased paternal estate of Gaz-Ištar and the estate of a living sister, Iltâni, a Šamaš-priestess. The agreement was between the sister Iltâni and her brothers, Warad-ilišu and Sinatum. The awarded assets of Warad-ilišu, son of Gaz-Ištar are registered by custom. One brother, Warad-ilišu, received a house by division and it was part of the deduction of the sister Iltâni's assets. Together with the normal oath clause - By Šamaš, Aja, Marduk and Ḫammu-rapi they have sworn – this translates as: “Both brothers performed a ceremony of an oath in the temple with the emblem of Sin and with the land register of Šamaš” (See also Sippar texts S25 and S26 where there is a similar ceremony, but using the emblem of Ellil).
- In the interpretation of text S25, Schorr opines (1913:269- 270) that the text was a recorded agreement of the division of the deceased estate of Awîl-Adad between Warad-Sin, Sin-idinnam, Ilî-bani and their nephew, Ina-Êulmaš-zêr, son of their late brother Ilî-bani, during the reign of King Ammi-saduga. The oldest beneficiary has performed, before his co-beneficiaries, an oath with the emblem of the Ellil. Some of the ceremonial rituals completed, were mentioned in this text.

#### 7.4.6.8 *Equal Shares (Nat 9)*<sup>487</sup>

Only in one text, S25 in line 20, the term *mi-it-ḫa-ri-iš* was recorded.

#### 7.4.6.9 *Trust/Trustee (Nat 10)*

In Sippar, the particular condition agreed by the contractual parties of a trust-construction was unique to the agreement and made it easy for a reader of cuneiform texts to identify the agreement from other texts. In Sippar, the particular condition agreed by the contractual parties in the text is thus:

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<sup>487</sup> Term *mithāriš*.



In S25, it was stated that the income accrued from the father's house belonged to them together, and that they would administer this fief of the father's house (Schorr 1913:269- 270). It seems that the fief was more a feoffee in its uses; in present-day law, it could be considered the obligations the trustees of a trust have towards the trust assets (trust-construction). In this instance, the trustees have a fiduciary obligation to manage and oversee the trust property to the advantage of the beneficiaries' enjoyment thereof. One can deduce that the brothers, as "trustees" over their nephew's house goods, bore the fiduciary obligation to manage the property to their nephew's advantage.

#### 7.4.6.10 *Usufruct (Nat 11)*

In Sippar, the particular condition agreed by the contractual parties of a usufruct-construction was unique to the agreement and made it easy for a reader of cuneiform texts to identify the agreement from other texts. In Sippar, the particular condition agreed by the contractual parties in the texts is thus:

- In S5, an exchange took place. It seems from this text that the sister received the house as a usufruct and her brothers, as per agreement, became the bare dominium owners. Goetze (1957:15) refers to the text as a "division of the estate of a *kulmašītum*, between her brothers" and argues that this is the same as paragraph 181 of CH, which stated "If a father dedicates a *nadītum*, a *qadištu*, or a *kulmašītum* to the deity without providing her with a dowry – if afterwards the father goes to his fate she shall receive as her share of the goods of the paternal estate her one-third share and shall have the usufruct of it as long as she lives. What she leaves belongs to her brothers". Goetze (1957:16) expresses the view that there were also tablets for the other two brothers.
- In S17, an additional agreement was recorded regarding the awarded divided assets of the sister, Awât-Aja, **sal-me** priestess of Šamaš, and the inheritance of Bêliznu, the mother. Awât-Aja, **sal-me** priestess of Šamaš, has a usufruct (lifelong right) regarding certain assets received from her mother's estate. It is concluded that after the mother and sister's death these assets would fall back into the possession of the three brothers. See lines 18 - 21: *ap-lu-ut Iawât-iluaja sal-me ilušamaš ù ap-lu-ut Ibe-li-zu-nu um-mi-[šu-nu] ša awât-iluaja sal-me ilušamaš za-ab-ta-at ša bi-ri-šu-nu-ma.*

- In S19, Schorr (1913:256) interpreted lines 14-15 as signifying that the sister's inheritance, due to her status and occupation as a priestess, remained the property of the brothers and at the time of her death became the common property of the brothers or their successors. Practically, it seems that the awarded asset of inheritance of the sister served to her advantage as a lifelong usufruct. Due to the sister's status and occupation as priestess, her awarded assets remained the property of her brothers and she only had a lifelong usufruct.

#### 7.4.6.11 Witnesses (*Nat 12*)<sup>488</sup>

In all twenty-six of the Sippar texts witnesses were recorded as present, by utilising the terms **igi** or *maḥar* or *pan*, which occur as follow:

- In S1 it is uncertain if the term **igi** or *maḥar* is used.
- In S2, S3, S4, S7, S8, S9, S10, S14, S21, S22-23: **igi**.
- In S5, S6, S11: *maḥar*.
- In S12: *maḥar*. Fewer witnesses – same names as reflected in the other two recorded transactions of brothers in S11 and S13; however, in this tablet there were fewer witnesses.
- In S13 *maḥar*. Fewer witnesses than in the other two recorded transactions, although they were the same witnesses as in S11 and S12.
- In S15-20, S25 and S26: *maḥar*.
- And only in the one text in S24 the term *pan* was utilised.

#### 7.4.6.12 Summary

See table outline (*infra*) regarding a synoptic comparison of the different natural elements of Old Babylonian Sippar.

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<sup>488</sup> Term **igi** or *maḥar* or in one Sippar text: *pan*.

**Table 16 Outline of the natural elements of Sippar division agreements**

<p style="text-align: center;"><b>SIPPAR</b>  <i>Division agreement of a deceased family member's estate</i>  <i>Oral division agreement reflected in recording on tablet</i>  <b>Natural elements:</b>  <b>Legal tradition practices</b>  <b>"type of structure of house" e.g. double-storey house, patio</b></p>	
Nat 1 Adoption/support	None.
Nat 2 Bringing in	One text, S17 (3.8%).
Nat 3 Division by lots/in good will	<sup>giš</sup> <b>sub-ba</b> in only one text, S26 (3.8%).
Nat 4 "Heart is satisfied"	In 8 texts S1, S3, S5, S7, S8, S23, S24, S25 (30.7%).
Nat 5 "as much as there is"/"from straw to gold"	In 84% of the texts except for 4 of the 26 texts: S10, S15, S21 and S26.
Nat 6 No claim	In 84% of the texts, except for 4 of the 26 texts S4, S10, S15, S25.
Nat 7 Oath in temple/oath	All 26 texts (100%) the normal oath. In three texts the oath in the temple (11.5%).
Nat 8 Preference portion	None.
Nat 9 Shares: equal clause	One text S22 (3.8%).
Nat 10 Trust (trustee)	One text, S25 (3.8%).
Nat 11 Usufruct	Three texts S5, S17, S19 (11.5%).
Nat 12 Witnesses	All the texts are witnesses (all texts) <i>maḥar/igi/pan</i> (100%).



In Sippar there were a wide variety of legal practices, although certain legal practices were more present in the following natural elements: Nat 4, a heart is satisfied (S1,3,5,7,8,23); Nat 5, completely divided *ga-am-ru/ištu* (all of the texts except S10, S15, S21 and S26); and Nat 11, usufruct (S5, S17, S19). Two symbolic expressions were used, namely the "heart is satisfied" and "from straw to gold" (See terms in Chapter 6).

The three legal practices Nat 6, no claim (except S4, S10, S15, S25); Nat 7, an oath (all texts) as well as three ceremonial oaths in a temple, and Nat 12, witnesses (all texts) *maḥar/igi/pan* were normal legal practices found in other city-states too, and were used in the majority of the Sippar texts.

Legal practices that were not often used, seemed like exceptions and were governed by unique family circumstances, which were: Nat 2, “bringing in” (one text S17); Nat 3, “division by lots” (one text S26); Nat 9, “equal shares” (one text S22); and Nat 10, trust/trustee (one text S25).

### **7.4.7 Incidental elements**

#### *7.4.7.1 Introduction*

In this category, we find the uniqueness of different scribal practices reflected in the written division agreement; however, parties could choose to include the scribal traditions in their contracts and they did not form part of the basic requirements to qualify a contract as a division agreement.<sup>489</sup>

Under written formalities of division agreements the following aspects were investigated, namely: names of contractual parties, birth order, descriptions of assets (thorough description, value), special legal terms, a sanction clause (type), an oath clause (king/god) and witnesses (names, rank/family standing).

As regards the qualities of division texts, the following were emphasised, namely: language, location of text, tablet’s condition, copies, date formula, seal impressions and the rhythmic sequence/special style.

#### *7.4.7.2 Written formalities of division agreements*

##### **(i) Names of contractual parties, rank**

In the written agreements certain aspects were present – normally the names of the parties and

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<sup>489</sup> See table 21 in the conclusions-section of this chapter to understand the logical flow of the incidental elements of Sippar.

their relationship to each other, and their standing within their family, for example son or daughter of X. The names could furnish some insight as to whether it was a Semitic, Sumerian or Akkadian text. It occurred in the texts as follows:

- In S1 the contractual parties names mentioned were *mârû<sup>meš</sup> i-da-du-um* (children of x), *in-bu-ša a-ḫi-šu-nu* (brothers of X).
- S2 mentions only the name of one brother whose divided awarded asset was reflected in the text.
- In S3 reference was made to brothers and a sister. The brothers <sup>d</sup>Sîn-í-din-nam, <sup>ld</sup>AMAR-UTU-mubaliṭ, sister Ša-at-<sup>d</sup>a, *naditum* of Šamaš.
- In S4 only reference to a “son of X”.
- S5 reflected only the words the “share of their sister, the *kulmašītu*”. The names of the brothers and their father’s names, but not their sister’s were mentioned in the text. The names of the brothers were Iddin-Adad (bare dominium owner), Awil-Adad, Adayatum and an unnamed sister who was a *kulmašītu*.
- In S6 the names of Erištum – sister and priestess (*qadištu*) and Amat-Šamaš – sister and priestess were mentioned.
- In S7 the text mentioned only the names of the sister, who was a priestess.
- In S8 the text mentioned only the brother who received his share. His father was not mentioned.
- In S9 the names of contractual parties were mentioned but there was no mention of the son of X.
- In S10 the sisters, Erištum, Mimma and Idinu were mentioned, regarding the agreed division portion of one sister, Erištum.

- In S11, S12 and S13 names were mentioned and the text implies that the contractual parties were brothers, namely brother (Si 1): Sin-iḫīšam, brother (Si 2): Ibni-Šamaš, brother (Si 3): Irra-nāšir.
- S14 mentions son of X, regarding one brother, whose share was divided in this text.
- S15 mentioned only one party – the daughter; but a son, Sin-gâmil, was implied in the description of the location of the inherited house.
- In S16 the names of the contractual parties were mentioned, namely Nûr-Šamaš, Ilîma-aḥî, Palatum, Ḫumurum. The text implied that they were the siblings of their father in line 4 of the text: *mi-im-ma ša a-bi-š[u-nu]*.
- In S17, the father's name was not mentioned. The names that were, those of the brothers, mother and sister. Bêliznu: mother, Mâr-iršitim: brother, Budium: brother, Ilušu-ellâzu: brother. Sister/ sal-me priestess of Šamaš: Awât-Aja.
- In S18 the full names were given, see the text “Lipit Ištar, his brother which he received by division with Sin-mâgir”.
- S19 the contractual parties were Lipit-Ištar, son of the Bunîni and his sister Lamâzî, sal-me priestess of Šamaš. Reference was made to Sin-mâgir and Ibi-Sin, the children of the Bunîni, and Sin-idinnam and Rîš-Šamaš, the children of Ilušu-ibišu, their brother.
- S20 Warad-ilišu, son of the Gaz-Ištar, Itâni, priestess of the Šamaš, his sister and Sinatum, their brother.
- S21 only mentioned the contractual party who received his share. See Tablet (BM 82452) and Case: Children of <sup>d</sup>AMAR-UTU-na’-[*šir a-ḫi-šu*] - brothers.
- S22 mentioned the names, and the status of the parties.
- In S23 the names were mentioned. <sup>d</sup>Utu-šu-zibani, <sup>d</sup>Utušatum and Ilî-awilim-rabi were

brothers.

- S24 mentioned the names of the contractual parties.
- S25 the following names were mentioned, namely: Warad-Sin, Sin-idinnam, Ilî-bani and the nephew, Ina-Êulmaš-zêr, son of their brother, Ilî-bani, who was probably predeceased.
- In S26, the contractual parties Ward-Marduk, Ibni-Marduk and Pazzalum mentioned they were the children (mârûmeš) of Warad-Ulmaššîtum.

(ii) Birth Order of brothers

Sometimes the ranking order in the family was furnished. This normally occurred in texts for a reason as in the instance of the named <sup>giš</sup>**banšur zaggulá** clause, where the oldest son received a preference portion from the deceased parent's estate. In Sippar texts there were no birth order rankings of the contractual parties.

(iii) Description of assets: thorough description, value

In the texts, depending on the scribal tradition, the descriptions of the assets differed. For instance, where a contractual party wrote the agreement, the property was not described. In certain texts in the city-states of Nippur especially, and some in Sippar, the property was accurately noted and discussed in detail. In some texts, only the more valuable items were mentioned as divided, such as immovable property and slaves. The descriptions in the Sippar tablets were thus:

- S1 referred to the immovable property's location and extent, for example,  $\frac{1}{3}$  (?) **sar 5 gîn** built house, near the house of the Bûrija and Bazâ, and reference was also made to movable property, regarding the type and numbers: 1 ox; 1 cow.
- S2 only described the type of property: a house and its location, for example, house of X; its first end of X.

- S3 provided a description of the unit, the extent and boundaries of the unit and the position on, or in relation to the unit, for example: 1  $\frac{1}{2}$  **sar** innermost room platform next to the house of Núr-<sup>d</sup>utu-iš and next to the house of Mušī-im of <sup>d</sup>Sîn-ibniš.
- In S4 the description and position on, or in relation to the unit were given: 1 **iku** field, with/by Šašukusatum, Next to Balali<sup>ki</sup>, and next to field of Ìlísukkal.
- In S5, the description and position of the unit were provided:  $\frac{2}{3}$  **sar** 8  $\frac{1}{3}$  **gín** house, Lines 2-4: beside the house of Adayatum and beside the house of Etelliya.
- S6 provided a description in *situ* - one **sar** farmed house property near the house of Bêlaḫum around and near Awîl-Nannar.
- S7 only described the type of house and its location and mentioned the slave. For example, see line Tablet (BM 92658) = CT 6 42b 1 **sar** built-house next to the house of Belakum and house of Lušeški. Female worker of <sup>d</sup>Utu to the sister Apîltasà.
- In S8 the extent of the house and its position was outlined, for example,  $\frac{1}{3}$  **sar** 3  $\frac{2}{3}$  **gín** 5 built house next to the house of X “regarding the bakery possessions or accessories”.
- S9 provided a description, the position on, or in relation to the unit, and various immovable properties (fields and houses) and slaves. The unit, type of property and next to (person’s name) were mentioned, as well as the name of the slave, for example, 1.3 **iku** total field which belonged to Dihatanim, next to the field of Inbuša his sister, etc. and 1 slave named Sinapseram.
- S10 only stated the type of property and extent on the tablet and case: 1 **sar** farmed house (built house).
- In S11 a house and a plot without a house were mentioned. The parties concluded that the whole of the estate was divided, and used the terms from straw up to gold to emphasise this. The house and the plot without a house were described according to their location followed by the name of the neighbour, and some description as to where the exit of the



property was, for example 1 **sar** farmed house property, with plot without a house, near the house of Ibni-Šamaš.

- In S12 the property was described regarding location and place of exit; the neighbour's name was also given, for example 1 **sar** farmed house property, near the house of Sin-ikîšam; and near the house of Ištar-ummaša.
- In S13 the property was described regarding location and place of exit, while the neighbour's name was also mentioned, for example, “a **sar** of plot with house and of plot without house, on the one side adjoining the house of Ubar-rija and on the other side adjoining the field of Puṭur-Sin – the second exit towards the street”. It seems that the whole estate was divided due to the terms translated as “from the straw up to the gold and, the division is completed”, although no movables were mentioned.
- S14 provided the description and the position on, or in relation to the unit, for example 5/6 sar 8 1/3 **gín** house next to the house of Alikum. Also, next to the house of <sup>d</sup>Utu-dingir next to ĩr-<sup>d</sup>utu next to the house of Sinašir, and next to the house of Úḫkidinam his brother.
- S15 provided an elementary description of assets and location, for example: 1/3 **sar** farmed house property, near the house of Sin-gâmil, (her) brother, 1 slave Alî-abî with name, 1 finished (?) bed, 1 skipper chair.
- In S16 no assests were described regarding the location, size and type.
- S17 provided a proper description of assets, namely: the mentioning of slaves by name: Šamaš-naḥrarî and Nin.Gal-ummî, a bovine animal; a description of utensils: a hand mill for fine flour, wooden ... instead of 5 shekels of silver as an equivalent for the house (?) a wooden wagon ..., a bed with two chairs and a warehouse pot.
- S18 provided a full description regarding the immovable property: 3 5/6 **sar** 2 1/2 **gín** farmed house property. However, the location was not mentioned. Naming of slaves (Lûmur-gimil-Šamaš, Warad-Eru'a, Kanišu, Tarîbum, Lû-šalim-bašti, Işrupani and Ašra-tum-

ummî). Short description of movables: 7 doors, 2 mirror precious stones, 1 hand mill for fine flour, 2 oil pans, 1 stone **ešitum**.

- S19 included immovable property and mentioned some movables, for example 2 **sar** house property, building (?), near the house of Sin-eṛībam, son Warad-ilišu; its front extended (surpasses) to the street; named slaves, and one named slave who escaped. The sister's division of property was not specified. S19 only mentioned: "Also the inheritance of the Lamâzî, which belonged to her as **sal-me** priestess of Šamaš, their sister".
- S20 provided a good, full description regarding the immovable property by mentioning the **sar** and location. Although there was no mention of the type of movables, it did specify details, by including everything that was in the houses of the two estate owners.
- S21 gave a description, and the position on, or in relation to the unit, and any servitude feature present. Mention was only made of the unit of the property.
- S22 provided a description and the position on, or in relation to the unit, and any servitude feature present.
- In S23 most of the valuable assets were recorded, which consisted of  $\frac{2}{3}$  **sar** built house, 2 oxen with a head worker and female head worker Il-qi. The description and the position on, or in relation to the unit were provided.
- S24 gave a description of the unit and its extent and boundaries: 3 acres, a field of the province of Tarbani (and) part of one-acre, a field, share of Âḥḥati-šunu beside the field of Âmat-Šamaš, daughter of Libit-Nanâ and beside the field of Bêl-šunu, its first end the river Euphrates and its second end the aqueduct. It also specified the type of movable property, for example 1 ox, 1 young bull. Some household goods, which were subjected to a fief, were not described in the text.
- S26 only described the slaves – the name of the slave, for example, lines 1: 1 slave Anum-gâmil with her children was. The text then referred only to all the assets acquired by one beneficiary, but did not specify them.

(iv) Special legal terms

- In S1 the following special legal terms are present:

Line 7: *i-zu-zu-šu-um zi-zu ga-am-ru* - they have shared, they are finished.

Line 8: *li-ba-šu-nu táb<sup>ab</sup>* - their hearts are satisfied.

Lines 9-12: *[ú]-ul i-tu-ru-ú-ma<sup>ilu</sup> ša-maš-mu-uš-te-še-ir [ù ib]-ni-<sup>ilu</sup> i[r-ra mârû<sup>mes</sup> i-da-du-um a-na in-bu-ša a-ḫi-šu-nu ú-ul i-ra-ga-mu]* - Šamaš -mustêsir and Ibni-Irra, will not complain and come back [and not sue the children of Idadum, against Inbuša, their brother].

- In S2 special legal terms are:

Line 2: *i-zu-uz-zu* - they have divided.

Line 5: *ú-ul i-ta-ar-ma* - they will not complain and come back.

Line 7: *iš-tu pí-<sup>l</sup>e<sup>l</sup> a-di guškin* - from straw to gold they have divided.

Line 8: *zi-zu a-na a-ḫu-la-ap -<sup>d</sup>utu ú-ul i-ra-ga/-mu* - at a future time one brother against the other shall not make a claim.

- In S3 the special legal terms applicable are:

**ḫa-la** *ša-at-<sup>d</sup>a-a lukur<sup>dr</sup> utu<sup>r</sup>* - inheritance share of Šat-<sup>d</sup>a naditu of Šamaš.

*iš-tu pí-e a-di guškin* - from straw to gold.

*zi-zu 'ga<sup>r</sup>-[am-ru] 'i<sup>r</sup>-zu-uz-zu-ú* – they agree, the division was finished.

- In S4 the following special legal terms are present:

Line 5: **ḫa-la** *<sup>d</sup>ŠEŠ-KI-ma-an-[sum]* - share of <sup>d</sup>Šeškimansum.

Line 8: *i-zu-zu zi-'zu<sup>r</sup>* - they agreed to the division.

Line 9: *ga-am-ru* - the division was finished.

- In S5 the special legal terms present were:

Lines 1: *zi-ti a-ḫa-ti-šu-nu kulmašītum* - share of their sister, the *kulmašītum*.

Line 4: *zitti I-din-<sup>d</sup>Adad* - (is) the share of Iddin-Adad.

Line 5: *iš-tu pé a-di ḫurāšim* - from the chaff to the gold.

Lines 6-7: *zi-zu gam-ru li-ba-šu-nu tã-ab ú-ul i-tu-ru-ú-ma* - they have divided, they have gone through with it, and their hearts are satisfied.

Lines 8-10: <sup>1</sup>A-wi-il-<sup>d</sup>Adad ù A-da-ia-tum mārū Lam-mas-su-ia a-na I-din-<sup>d</sup>Adad a-ḫi-šu-nu ú-ul i-ra-ga-mu - and (that) Awil-Adad and Adayatum, the sons of Lamassuya, will not raise claims against, Iddin-Adad, their brother.

- In S6 the special legal terms were:

Line 4: *zitti* – inheritance share.

Lines 7-8: **nin-a-ni** *i-zu-zu zi-za ga-am-ra* - the ladies agreed to the division, the division is completed.

Line 9: *a-di ḫurâsim a-ḫa-tum* – from the straw up to the gold.

Line 10: *a-na a-ḫa-tum ú-ul i-ra-ga-am* - will not complain one against other.

Line 11: *a-pil-ta-ša amat-<sup>ilu</sup>-šamaš Nin-Ni* -her hereditary daughter is Amat-Šamaš, her sister.

- In S7 the following special legal terms were present:

In the Case (BM 92658 A = Case of CT 6 42b)

Line 7: *i-zu-zu zi-za ga-am-ra* - agree to the division, the division is completed.

Line 8: *iš-tu pí-e a-di guškin* - from straw to gold.

Line 9: *a-ḫa-tum a-na a-ḫa-tim* - sister to sister will not come back.

Line 10: *ú-ul i-ra-ga-am* - they will not raise a word against each other.

In Tablet (BM 92658) = CT 6 42b

Line 7: **nin-a-ni** *i-zu-zu* - the sisters agreed to the division.

Line 8: *zi-za ga-am-ra iš-tu pí-e* - the division is completed and their hearts were satisfied.

Line 9: *a-di guškin a-ḫa-tum* - from straw to gold.

Line 10: *a-na a-ḫa-tim ú-ul i-ra-ga-am* - they will not come back.

- In S8 the following special legal terms were present:

Line 4: **ḫa-la** *ip-qú-ša* - is the share of Ipquša.

Line 5: *ša it-ti a-ḫi-šu i-zu-zu* - the brothers agreed to the division.

Line 6: *zi-zu ga-me-er-ma* - the division was made, the division is completed.

Line 7: *li-ba-šu ṭú-ub* - their hearts are satisfied.

Line 8: *ú-ul i-ta-ar-ma* - they will not come back.

Line 10: *a-ḫu-um a-na a-ḫi-im* - brother against brother.

Line 11: *ú-ul i-ra-ga-am* - shall not come back and make a claim against each other.

- In S9 the special legal terms applicable are:

In Case (BM 92585 A) = Case of CT 8 16a Tablet

Line 25: **ḥa-la** i-[bi-<sup>d</sup>en]-líl ša it-ti aḥ-ḥi-šu i-zu-zu - inheritance share of Ibi-enlil, and the brothers agreed to the division.

Line 26: zi-zu ḡa ḡ [am-ru-um bu]-ru ḡ-ú-ma - they agreed to the division and completed the division.

Line 27: iš-tu pí [e a-di] ḡuškin ḡ - from straw to gold.

Line 28: a-ḥu-[um a-na a-ḥi-im] ḡ ḡ-ul e-ra-ga-am - brother to brother will not come back

Tablet (BM 92585) = CT 8 16 a.

Line 24 Rev: **ḥa-la** i-bi-<sup>d</sup>en-líl ša i-tí a-ḥi-šu i-zu-zu - inheritance share of Ibi-enlil and the brothers agreed to the division

Line 25: zi-zu ga-ab-ru-um bu-ru-ma - they divided the estate and completed the division.

Line 26: iš-tu pí<sup>l</sup>-e a-di guškin - from straw to gold.

Line 27: a-ḥu-um a-na a-ḥi-im ḡ-ul inim gá-gá-a - brother to brother will not come back.

- In S10 the following special term is present:

Tablet i-zu-za ḡ ḡ [...] and case i-zu-za

- In S11 the special legal terms applicable are:

Line 9: iš-tu bi-e a-di ḥurâšim - from the straw up to the gold.

Line 10: zi-zu-ú ga-am-rum - the division is completed.

Line 12: ḡ-ul i-ra-ga-am - brother against brother will not raise a complaint against another.

- In S12 the special legal terms present are:

Lines 6-9: zitti ib-ni-ilušamaš ša itti sin-i-ḡi-ša-am ù ir-ra-na-šir i-zu-ú-zu - is the inheritance share of Ibni-Šamaš, Sin-iḡišam and Irra-nâšir.

Line 10: iš-tu bi-e a-di ḥurâšim - from the straw up to the gold.

Line 9: zi(!)-zu-ú - the division is completed.

Line 12: a-ḥu-um a-na a-ḥi-im ḡ-ul i-ra-ga-am - brother against brother will not raise a complaint against another.

- In S13 the following special legal terms occurred in the text:  
 Line 5: *zitti ir-ra-na-šir* - is the inheritance portion of Irra-nâšir.  
 Lines 6, 8: *ša itti sin-i-ki-ša-am ù ib-ni-<sup>ilu</sup>šamaš i-zu-ú-zu* - which he received by division with *Sin-ikīšam* and *Ibni-Šamaš*.  
 Line 9: *iš-tu bi-e a-di hurâšim* - from the straw up to the gold.  
 Line 10: *zi(!)-zu-ú ga-a-rum* - the division is completed.  
 Lines 11-12: *a-ḫu-um a-na a-ḫi-im ú-ul i-ra-ga-am* - brother against brother will not raise a complaint against another.
- In S14 the special legal terms present are:  
 Line 7: **ḫa-la** *mu-na-nu-um dumu* <sup>d</sup>EN-ZU-ni-ia -is the share of Munanum, son Sin-nia.  
 Line 8: *ša ki úḫ<sup>ki</sup>-i-din-nam šeš-a-ni* - with Idinam his brother.  
 Line 9: *i-zu-zu zi-zu ga-am-ru* - they divided, they shared, the division is completed.  
 Line 10: **ud-kúr-šè** *a-ḫu-um a-na a-ḫi-im* - brother to brother they will not return.  
 Line 11: *ú-ul i-ra-ga-am* - they will not lay a word against each other.
- In S15 the following special term is present:  
 Line 6: *zitti la-ma-zi zêrmašitim* - is the inheritance share of Lamâzi, the *zêrmašîtu* priestess.
- In S16 the special legal terms are:  
 Line 5: *zi-zu* - divided.  
 Line 5-6: *iš(!)-tu bi-i a-na hurâšim* - from the straw up to the gold.  
 Line 7-8: *a-ḫu-um a-na a-ḫi-[im] ú-ul i-ra-[ga-am]* - brother against brother will not raise a claim against each other.
- In S17 special legal terms that were mentioned are:  
 Lines 6-7: *ki-ma 5 šikil k[aspim] ša bîtam a-pa-li* - five shekels of silver as an equivalent for the house.  
 Line 11: *zitti mâr-ir-ši tim [mâr warad-ir-ra* - inheritance share of Mâr-iršitim.  
 Line 14: *i-zu-zu zi-zu ga-am-ru* - they have shared, they are finished.  
 Lines 15: *iš-tu bi-e a-di hurâšim* - from the straw up to the gold.  
 Lines 16-17: *a-ḫu-um a-na a-ḫi-im ú-ul i-ra-ga-am* - one will not complain against other.

- In S18 the special legal terms present are:  
 Lines 11-12: *zitti li-bi-it-ištar [a-ḫi-šu] ša <sup>ilu</sup>sín-ma-gir i-zu-zu-šu* - it is the share of the inheritance of the Lipit Ištar, [of his brother] which Sin-mâgir to him has assigned.  
 Line 13: *zi-zu ga-am-ra* - they have shared, they are finished.  
 Line 14-15: *a-ḫu a-na a-ḫi ú-ul i-ra-ga-am* - one against the other will not raise complaint.  
 Lines 16-17: *a-na a-ḫi-šu-nu ša i-la-ku-ni i-za-zu* - they answer for their brothers who will (still come).
- In S19 the special legal terms are:  
 Line 17: *iš-tu bi-e a-di ḫurâšim* - from the straw up to the gold.  
 Lines 18-19: *a-ḫu-um a-na a-ḫi-im ú-ul i-ra-ga-am* - one will not raise a complaint against another.  
 Line 16: *zi-zu ga-am-ru* - they have shared, they are finished.  
 Line 9: *zitti* - share of X.
- In S20 the following special legal terms are present:  
 Lines 8, 10, 11: *i-zu-zu-ú* - they have divided (shared).  
 Line 9: *zitti* – inheritance share of X.  
 Line 10: *ša itti si-na-tum a-ḫi-šu i-zu-zu* - which he got with the division with Sinatum, his brother, as an inheritance share.  
 Line 11: *zi-zu ga-am-ru iš-tu bi-e* - they have shared, they are finished.  
 Line 12: *a-di ḫurâšim a-ḫu-um a-na a-ḫi-im* - from the straw up to the gold.  
 Line 13: *ù-ul i-ra-ga-am* - one will not complain against the other.  
 Lines 14-16: *niš <sup>ilu</sup>šamaš <sup>ilu</sup>aja <sup>ilu</sup>mar-duk ù ḫa-am-mu-ra-bi in-pá(d)-de<sup>meš</sup>* - by Šamaš, Aja, Marduk und Ḫammurapi they have sworn.
- In S21 the special legal terms applicable are:  
 Tablet (BM 82452)  
 Line 2: *i-zu-ʾuzʾ [...]* - agreed to the division.  
 Line 3: **[ud]-kúr-šè lú-lú-ú-ra** - brother to brother.  
 Line 4: **iunim`nu-um-gá-gá-a** - will not speak a word against each other.  
 Case (BM 82453)

Line 12: **ḥa-la** *šu-ì-lí-šu* [...] - inheritance share of Šu-ì-lí-šu.

Line 17: *i-zu-zu* [...] - they agree to the division.

- In S22 the special legal terms applicable are:

Tablet (BM 16813)

Line 19: [**ḥa-la** <sup>d</sup>*iškur*]-*zi-mu* - inheritance share of Iškur-zi-mu.

Line 24: *i-zu-zu* - ..... - agree to the division.

Line 25: *bi-ta-am* *ù ba-ši-it é-a-ba* - property regarding the house.

Line 26: *mi-it-ḥa-ri-iš i-zu-zu* - they divided equally and agreed to the division.

Line 27: [*zi-zu ga-am-ru iš*]-*tu pí-e* - the division is completed from straw.

Line 28: [*a-di guškin a-ḥu-um*] *a-na a-ḥi-im* - to gold brother to brother.

Line 29: [*ú-ul i-ra-gu*]-*um* [...] - they will not raise a word.

Case (BM 16813 A)

Line 19: **ḥa-la** <sup>d</sup>*iškur-zi-mu* – the inheritance share of Iškur-zi-mu.

Line 24: *i-zu-zu* – they agreed to the division.

Line 25: *bi-ta-am* *ù ba-ši-it é-a-ba* - property regarding the house.

Line 26: *mi-it-ḥa-ri-iš i-zu-zu* – they agreed to the division.

Line 27: *zi-zu ga-am-ru* - the division is completed.

Line 28: *iš-tu pí-e a-di guškin* - from straw to gold.

Line 29: *a-ḥu-um a-na a-ḥi-im ú-ul i-ra-gu-um* - brother to brother will not raise a word.

- In S23 special legal terms that were mentioned are:

Case (BM92659)

Line 8: **ḥa-la** - inheritance share (awarded divided share).

Line 11: *li-ib-ba-šu-nu ṭà-ab* - their hearts are satisfied.

Line 13: *li-ib-ba-šu-nu ṭà-ab* - their hearts are satisfied.

Line 10: *zi-zu ga-am-ra-am*; and line 12: *i-zu-zu zi-zu ga-am-ra-am* - they agree to the division and the division is completed.

Case (BM92659 A) = Case of CT 6 31 b

Lines 12-13: *ud-kúr-šè a-ḥu-um a-na a-ḥi-im ú-ul i-ra-gu-ṣu* - in the future brother against brother will not raise a claim.

- In S24 the special legal terms applicable are:

Line 16: *i-zu-zu zi-zu ga-am-ru* - has agreed to the division and the division is completed.



Line 17: *li-ib-ba-šu-nu ta-ab* - their hearts are satisfied.

Line 18: *iš-tu pi-e a-di ħuraši* - from the straw to the gold

Lines 19-20: *ana matima a-ħu-um a-na a-ħa-im la iragamu* - in future brother against brother will not have a claim against another.

- In S25 the special legal terms are:

Line 10: *ziti* - share of

Line 14: *i-zu-zu* - they have divided.

Line 15: *zi-zu ga-am-ru* - they have shared, they are finished.

Line 16: *li-ib-ba-šu-nu tâb<sup>ab</sup>* - their hearts are satisfied.

Line 21: *iš-tu a-na mi-im-ma mar-ši-it* - after concerning all acquisition possession of...

Lines 26-29: *ul-maš-zêr] mârû<sup>meš</sup> a-wi-[il<sup>ilu</sup> adad] ú-ub-bi-[bu] Ukur-Šû* – “after concerning all acquisition possessions of the Awîl-Adad, her father, and the emblem of the Ellil, in the sanctum of her God Warad-Sin, [you] the elder brother compared with Sin-idinnam [and Ina-Êulmaš-zêr], the children of the Awîl-Adad, has cleansed himself”.

Line 29: *a-ħu a-na a-[ħi la ra-ga-]mi-im* – (brother to brother) will not raise claims.

- In S26 the special legal terms are:

Lines 2, 4, 6 *zitti* - inheritance share of X.

Line 14: *i-zu-zu* - they agreed to divide.

Line 26: *ú-ul i-ra-ag-ga-mu* - brother to brother will not come back to raise a complaint.

#### (v) Oath clause (king/god)

In Sippar, there were two different sets of oaths. One set appeared at the end of the agreement where the parties swore to gods or a reigning king and, specifically in Sippar, to the city itself. The second set consisted of a ceremony. It is referred to under the natural elements heading, as a legal practice option. This ceremonial oath occurred in three texts only. In the normal oaths, the texts in which they were reflected, were as follow in the table format:

Table 17 Outline of oath clause in Sippar division agreements

Sippar oath clause												
Text	God					King					City	
	Aja	Amartu	Apīl-Sîn	Šamaš/ Utu	Marduk	Ammî- saduga	Apīl-Sîn	Ḫammu- rāpi	Samsui- iluna	Sîn- muballit	Annunitu m-Sippar	Sippar
S1												
S2												
S3	Text damaged											
S4												
S5												
S6												
S7												
S8												
S9												
S10												
S11												
S12												
S13												
S14												
S15												
S16												
S17												
S18	They answer/vouch for their brothers who still have to come											
S19												
S20												
S21												
S22												
S23												
S24												
S25												
S26												

(vi) Witnesses names, rank/family standing

The texts regarding witnesses were as follows outline in the table (*infra*):

**Table 18 Outline of witnesses clause in Sippar division agreements**

<u>Sippar witnesses clause</u>											
Text	Before			Names	Status: Son of X			Scribe		Profession	Damaged text
	igi	maḥar	pan		mar	dumu	pan	dub-sar	tupšarrum		
S1	?	?	?	■					■	-	
S2	■			■		■				-	
S3	■			■		■				priestess	
S4	■			■						-	■
S5		■		■	■					-	
S6		■		■	■					-	
S7	■				■	■				law-commissioner	
S8	■			■		■		■		-	
S9	■			■						-	
S10	■			■						-	
S11		■		■		■				-	
S12		■		■		■				-	
S13		■		■		■				-	
S14	■			■		■				-	
S15		■		■	■					-	
S16		■		■						-	
S17		■		■	■					-	
S18		■		■	■					-	
S19		■		■	■				■	-	
S20		■		■	■				■	-	
S21	■			■		■				-	
S22										-	
S23	■			■						-	
S24			■	■	■				■	-	
S25		■		■	■				■		
S26		■		■	■				■		

#### 7.4.7.3 *Qualities of cuneiform division texts*

##### (i) Language

The language in texts S1-S11, S14-2 are Akkadian and Sumerian, and S12 and S13 in Akkadian.

##### (ii) Location

All the texts originated from Sippar

##### (iii) Tablet's condition

The conditions of the Sippar tablets are outline as follow in the table (*infra*):

**Table 19 Outline of conditions of Sippar tablets**

<u>Sippar tablet's condition</u>				
<b>Text</b>	<b>Good No omissions</b>	<b>Fairly good Few lines omitted</b>	<b>Not good Lines omitted</b>	<b>Damaged tablet</b>
S1			■	
S2		■		
S3			■	
S4				■
S5			■	
S6	■			
S7		■		
S8			■	
S9			■	
S10			■	
S11	■			
S12	■			
S13	■			
S14		■		
S15	■			
S16	■			
S17		■		
S18	■			
S19	■			
S20	■			
S21			■	
S22			■	
S23			■	
S24			■	
S25		■		
S26	■			

(iv) Number of copies (agreements)

- In S1 there was only one agreement, and only one brother's share was recorded in this text, namely that of Inbuša.

- S2 only contained one agreement, dealing with one brother's awarded divided asset.
- S3 had more than one agreement, although only one could be found.
- S4 only contained one agreement.
- S5 only had one preserved copy; however, since this division agreement only dealt with one sibling's divided property, there must have been more than one agreement.
- S6 only contained one agreement; the division concerned one of the two sister's divided awarded shares.
- S7 included probably more than one agreement, but this agreement dealt with only one sister's share.
- S8 included more than one agreement, but this agreement dealt with only one brother's share.
- S9 had more than one copy of the agreement, but reference is only made to one brother's agreed divided share.
- S10 had more than one agreement. See text number S7.
- S11, S12 and S13 included three agreements of each brothers' division. Thus one agreement for each brother, who each agreed to an awarded share of sole ownership as recorded on three separate tablets, regarding a division of their father's estate.
- S14 had probably more than one agreement, but only one brother's share was mentioned in this text.
- S15 included more than one agreement, but only the sister's awarded assets are mentioned.

- S16 had one agreement reflecting all the divided awarded assets, because all the children agreed to the division of their deceased father's estate.
- S17 contained one agreement. However, this division agreement concerned only one of the three brother's awarded assets, as well as the inclusion of a provision regarding their sister's usufruct over certain assets received from their mother, of which the brothers were the bare dominium owners.
- S18 contained one agreement, because the brothers/sons agreed to the division of their deceased father's estate reflecting all the divided awarded assets.
- S19 had only one copy regarding the specific division.
- S20 contained one agreement, because the children of the late father and the living priestess sister agreed to the division of the estates reflecting all the divided awarded assets.
- S21 had more than one agreement, but only one brother's share was mentioned in this text.
- S22 contained one agreement, because all the children agreed to the division of their deceased father's estate reflecting all the divided awarded assets.
- S23 had more than one copy, but only one brother's share is divided in this text.
- S24 only contained one copy; however, the division concerned only one asset and one brother's awarded divided asset.
- S25 only had one copy, although only the nephew's share to be awarded to him was mentioned and the household goods were to be administered and maintained by the brothers as trustees.
- S26 mentioned one agreement, because all the children agreed to the division of their

deceased father's estate reflecting all the divided awarded assets.

(v) Date Formula

The date formula in the Sippar texts is thus:

- S1-S3, S5, S7, S8 and S9: no date formula was provided due to damaged text
- S10 and S23 showed no date formula.
- S4: date formulas were present, despite damaged text.
- S6: no date formula. However, from the oath clause it can be gathered that this text was recorded on a clay tablet during the reign of Sinmuba-lí-iṭ. **mu íd-{d}tu-tu-hé-gál mu-un-ba-al**. Year (Sîn-muballit) dug the canal (called) 'Tutu-hegal / Tutu is abundance'.<sup>490</sup>
- S11, S12 and S13, last line: in the year when the canal of Tutu-ḫegal was dug. This was in Sîn-muballit's 12<sup>th</sup> regnal year (Babylon).
- S14: Present: U.E 27 'mu' <sup>d</sup>utu <sup>d</sup>iškur-ra - year after Šamaš and Adad. This was in Sîn-muballit's 19<sup>th</sup> regnal year. Also translated as: year after the year the daises of Šamaš and Adad.<sup>491</sup>
- S15: The following clause was present: lines 29-30: **mu ḫa-mu-ra-bi nig-si(!)-di gar-ra -** in the year, in which king Ḫammu-rāpi a mercy act (?) has remitted. This was in Ḫammu-rāpi's 2nd regnal year (Babylon). Also translated as: year in which Ḫammu-rāpi the king established justice or released of forced labour in his land.<sup>492</sup>
- S16, line 17: **mu íd ḫa-am-mu-ra-bi**: in the year (Ḫammu-rāpi dug the canal called

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<sup>490</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K5.htm>. Cited 2 February 2012.

<sup>491</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K5.htm>. Cited 2 February 2012.

<sup>492</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K6.htm>. Cited 2 February 2012



‘Hammu-rabi-hegal’. This was in Ḫammu-rāpi’s 9th regal year. **mu íd-ha-am-mu-ra-bi-hé-gál**: year (Ḫammu-rāpi dug the canal called) Hammu-rabi-hegal / Ḫammu-rāpi is abundance’.<sup>493</sup>

- S17, lines 31 & 32: *warah šabâtîm [ûm 10<sup>kam</sup>] šattum nâr ti-ši-it-<sup>ilu</sup> ellil-lá(l)* - year of the channel Tisît-Ellil. This was during Ḫammu-rāpi of Babylon’s 24<sup>th</sup> regal year: **mu íd-<sup>d</sup>en-líl**: year the canal of Enlil (was dug).<sup>494</sup>
- S18, line 28: **mu ugnim nim-ma<sup>[ki]</sup>** - year of the army of Elam. This was in the 30<sup>th</sup> regal year of Ḫammu-rāpi. The year-formula is translated as: year Ḫammu-rāpi the king, the mighty, the beloved of Marduk, drove away with the supreme power of the great gods, the army of Elam who had gathered from the border of Marhaszi, Subartu, Gutium, Tupliaš (Ešnunna) and Malgium who had came up in multitudes, and having defeated them in one campaign, he (Ḫammu-rāpi) secured the foundations of Sumer and Akkad.<sup>495</sup>
- S19: in month Abum, the 22nd day.<sup>496</sup> Lines 32-34: **mu bád ma-riki ù mà-al-gí-aki mu-un-gul-gul**: in the year in which the walls of Mari and Malgûm were destroyed. This was in Ḫammu-rāpi from Babylon’s 35<sup>th</sup> regal year. Also translated as: year in which Ḫammu-rāpi the king by the orders of An and Enlil destroyed the city walls of Mari and Malgium.<sup>497</sup>
- S20, line 31: in Šabâtum, around, in the year in which the wall was destroyed of Mari. This was in Ḫammu-rāpi of Babylon’s 35<sup>b</sup> regal year. Stated as “the year the city walls of Mari and Malgium”.<sup>498</sup>
- S21: regarding the month formula - in the month of the **du<sub>6</sub>-kù** festival, the 14<sup>th</sup> day.<sup>499</sup>  
Regarding the year name: on tablet (BM 82452) lines 18-19: **mu ki-lugal-gub ħur-sag íd**

<sup>493</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yearnames/HTML/T12K6.htm>. Cited 2 February 2012.

<sup>494</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yearnames/HTML/T12K6.htm>. Cited 2 February 2012.

<sup>495</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yearnames/GLOSSAR/T10K07Y08.htm>. Cited 2 February 2012

<sup>496</sup> Cf. Cohen (1993).

<sup>497</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yearnames/HTML/T12K6.htm>. Cited 2 February 2012

<sup>498</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yearnames/HTML/T12K6.htm>. Cited 2 February 2012

<sup>499</sup> See discussion by Cohen (1993:109).

**šila didli bi** – in the year the king made representation of a mountain which bring plenty. This was in the 8<sup>th</sup> year of Samsu-iluna of Babylon. Also translated as: year in which Samsu-iluna the king made royal plateforms in copper with representations of a mountain and streams which bring plenty and abundance and fixed their place for the marvel (of the people) in the large courtyard of the Eturkalama in front of An and Inanna.<sup>500</sup>

- S22: regarding the month formula - in the month of Še-kin-tar, the 30<sup>th</sup> day.<sup>501</sup> Regarding the year name - in the year King Samsu-iluna. Tablet (BM 16813), lines 3-4: year in which Samsu-iluna the king restored the ziggurat, the magnificent dwelling place of Zababa and Inanna. This was recorded during King Samsu-iluna's 22nd regal year. Also translated as: year in which Samsu-iluna the king restored the ziggurat, the magnificent dwelling place of Zababa and Inanna, and its 16 statues.<sup>502</sup>
- S24: date formulas were present, but the text was omitted and the formulas could not properly be determined.
- S25: in the year in which King Ammi-saduga built at the mouth of the Euphrates the great wall, i.e. during King Ammi-saduga in his 11b<sup>th</sup> reign.<sup>503</sup> Also translated as: year in which Ammī-šaduqa, the king, built the great wall, rising like a mountain on the mouth of the Euphrates.
- S26: in the year, in which King Ammî-saduga, at the exalted command of Šamaš, his king, dug a canal and called it Ammî-saduga.<sup>504</sup> This was recorded during Ammi-saduga 16<sup>th</sup> reign. Also translated as: year (Ammî-saduga) dug, at the exalted command of Szamasz / Marduk his king, dug a canal and called it 'Ammî-saduga, provides abundance for the people'.

#### (vi) Seal impressions

<sup>500</sup> (Old Babylonian Date Formulae) See <http://cdli.ucla.edu/tools/yeardates/HTML/T12K7.htm>. Cited 2 February 2012

<sup>501</sup> Cf. discussion by Cohen (1993:54-55).

<sup>502</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K7.htm>. Cited 2 February 2012.

<sup>503</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K10.htm>. Cited 2 February 2012.

<sup>504</sup> (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K10.htm>. Cited 2 February 2012.

The seal impressions in the Sippar texts were thus:

- S1, S2, S6 and S9 display no seal impressions, as the tablets were damaged.
- S10-S16; S18, S23, S24 and S26 bear unknown seals, whereas on tablet S25 there seem to be none.
- S3: Seals are unknown.
- S4: A damaged tablet.
- S5: A seal is present; however, it is unknown.
- S7: There are seals on Case (BM 92658 A = Case of CT 6 42b).
- S8: Uninscribed seals are present.
- S17: A seal with the contractual parties' names on it is present.
- S19: Seals are present.
- S20: Seals of the contractual parties are present.
- S21: There are seals, although broken and in some instances only traces of a seal can be seen.
- S22: Seals are present.

(vii) Rhythmic sequence: essential elements.E1-5 and natural elements N1-N12

The essential elements comprise the following outline with the following texts (see Appendix G):<sup>505</sup>

- Sippar seq E.1 - Estate owner: deceased father (DF), contractual party: brothers (B)\*. See in this regard the following texts and in brackets in which king's reign the recording was done, namely: S1 (Sîn-iddinam); S2 (Apīl-Sîn); S8 (Sîn-muballit); S11 (Sîn-muballit); S12 (Sîn-muballit); S13 (Sîn-muballit); S14 (Sîn-muballit); S18 (Ḫammu-rāpi); S22 (Samsu-iluna); S23 (Samsu-iluna); S24 (Samsu-iluna); S25 (Samsu-iluna) and S27 (Ammī-šaduqa).
- Sippar seq E.2 - Estate owner: deceased father (DF), contractual party: sister/s (S) and brother/s (B)\*. See the following texts S5 (Apīl-Sîn); S9 (Sîn-muballit); S15 (Ḫammu-

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<sup>505</sup> Abbreviations: B brother, CP contractual party, DO deceased owner, F father, M mother, N nephew, P priestess, PB predeceased brother, S son, U uncle.

rāpi); S16 (Ḥammu-rāpi) and S20 (Ḥammu-rāpi).

- Sippar seq E.3 - Estate owner: deceased father (DF) and deceased mother (DM), contractual party: sister/s (S) and brother/s (B). See the following texts S3 (Apīl-Sîn) and S17 (Ḥammu-rāpi).
- Sippar seq E.4 - Complex family relationships – combination of 1-3. This complex family relationship combination is reflected as follows in the following texts: S4 (Apīl-Sîn) as DF:N?; S6 (Sîn-muballit) as DM:PS; S7 (Sîn-muballit) as DM:PS; S10 (Sîn-muballit) as DM?:S\*1; S19 (Ḥammu-rāpi) as DF:N,PS,B,S\*1; S21 (Samsu-iluna) as DF:B,N and S26 (Ammī-šaduqa) as DF:B,N.

The natural elements sequences are divided into the following groups:

Sippar seq Nat 1: 4,5,6,7,12 (Nat 4 heart is satisfied; Nat 5 completely divided; Nat 6 no claim; Nat 7 oath; Nat 12 witnesses), the elements occur in texts: S1, S3, S5, S7, S8, S23 and S24.


Sippar seq Nat 2: 5,6,7 and 12 (Nat 5 completely divided; Nat 6 no claim; Nat 7 oath; Nat 12 witnesses), the elements occur in texts: S2, S9, S11, S12, S13, S14, S16, S18, S20.

Sippar seq Nat3compl: in the combinations of 2, 3, 4, 5, 6, 7, 10, 11 and 12, in which Nat 7 (an oath) and Nat 12 (witnesses) are predominantly and Nat 5 (completely divide) and Nat 6 (no claim) occur. The elements occur in texts as follows: S4 (Nat 5,7,12); S6 (Nat 5,6,7,11,12); S10 (Nat 7,12); S15 (Nat 7,12); S17 (Nat 2,5,6,7,11,12); S19 (Nat 5,6,7,11,12); S21 Nat 6,7,12; S22 (Nat 5,6,7,9,12); S25 (Nat 5,7,10,12) and S26 (Nat 3,6,7,12).

#### 7.4.7.4 Summary

See table outline (*infra*) regarding a synoptic comparison of the different incidental elements of Old Babylonian Sippar.

Table 20 Outline of the incidental elements of Sippar division agreements

SIPPAR	
<p><i>Division agreement of a deceased family member's estate</i>  <u>Recorded division agreement</u>  <b>Incidental elements:</b>  “exterior and interior decorations” of the “house”  e.g. paint colour combinations, type of windows and doors,  floor tiles, carpets, house lights</p>	
	
Written formalities of agreements	
I 1 Names of contractual parties, rank	The names of the parties and their relationship to each other.
I 2 Birth order of brothers	No birth order rankings of the contractual parties.
I 3 Description of awards/assets	Property was accurately noted and discussed in detail. In some texts, only the more valuable items were mentioned as divided such as immovable property and slaves.
I 4 Special legal terms	<p><i>zu-zu-šu-um zi-zu ga-am-ru</i> - they have shared, they are finished.  <i>li-ba-šu-nu tât<sup>ab</sup></i> - their hearts are satisfied.  <i>[ú]-ul i-tu-ru-ú-ma</i> - will not complain and come back.  <b>ha-la</b> - inheritance share of X.  <i>zitti</i> - share of X.  <i>niš in-pá(d)-de<sup>meš</sup></i> by X, X they have sworn.</p>
I 5 Oath clause (king/god)	<p>In Sippar, there are two different sets of oaths, namely:</p> <ul style="list-style-type: none"> <li>• Normal oath clause,</li> <li>• Ceremony-clause.</li> </ul>
I 6 Witnesses	<p>Names of witnesses without status and the sometimes name of the scribe.  Professions include: priestess and law commissioner.</p>
Qualities of texts	
I 7 Language	The language in texts S1-S11, S14-26 are Akkadian and Sumerian and in S12 and S13 written in Akkadian.
I 8 Location	Sippar.
I 9 Tablet's condition	Majority fairly good with a few texts which are damaged.
I 10 Number of copies	In 65%: one copy except for S8, S9, S10, S11, S12, S13, S15, S21 and S23.
I 11 Date formula	Date formulas in majority of the texts.
I 12 Seals impressions	In 84% texts except for the damaged texts S1, S2, S6 and S9, which display seal impressions.
I 13 Rhythm sequence/	See Appendix G.

The names of the contractual parties were largely reflected in the Sippar documents.

There were no birth orders, probably because it seemed unnecessary, as there were no noticeable preference portion practices in the agreement.

The description of the property is limited to only the information necessary to identify the assets. In a few texts, however, there were some descriptions although still not elaborate.

There were specific terms used in the Sippar texts, especially the two symbolic expressions of: “heart is satisfied”, and in a few texts, “from straw to gold”.

The oath clauses, as well as the witness clause, are clauses that were always included in the Sippar texts, but the types of gods, which were sworn, differ. As regards Sippar, the city was also sworn to. Thus, in a few texts the oath was to one or two gods, the reigning king and the city itself. In other texts, only the gods and the king were sworn to or in any variant of: gods, and/or king, and/or city of Sippar.

In contrast with the other city-states, there are three texts depicting a ceremonial oath procedure in a temple.

In all of the texts, witness clauses were recorded; however, there are different variants. The main being: names of witnesses without their statuses, or the name of the scribe (*tupšarrum*), names of witnesses with their statuses (son [**dumu**] of X), names of witnesses with their statuses (son [**dumu**] of X and with a scribe [**dub-sar**]), and witnesses with their names and statuses (son *mâr* of X).

The language was predominately Akkadian with a few Sumerian words.

Some of the tablets are damaged, although the most important details of the agreements could still be assessed.

An exception in the Sippar texts was the practice of reflecting only one contractual party's agreed awarded assets, in one recorded clay tablet; by implication the other brothers' agreed portions were recorded on separate clay tablets. A good example of this practice can be seen

in S11, S12 and S13, where the three brothers' awarded portions were reflected, each in a separate recording.

Most of the twenty-six agreements contain a date formula and seal impressions are present.

## 7.5 CONCLUSIONS

The chosen forty-six division agreements are individually compared to each other as part of a group in each city-state. It is established that all forty-six agreements are family division agreements from a deceased estate and that there are certain law practices and scribal school traditions that are predominantly part of each city-state, with some discrepancies.

In the abridged comparison tablets (*infra*), an outline is given of the essential elements, then the natural elements and, lastly, the incidental elements. This serves as an aid to give the reader an overall view of the different elements of which the magnitude of its information may leave the reader lost in detail.

In the abridged table comparison of the essential elements, it is evident that all twenty-six division agreements qualify as family division agreements from a deceased estate. However, in each city-state there are unique characteristics of the type of family connection, the identity of the deceased estate owner, the different terminologies used with the term "mutual consent" and some differences in the method of the division.

Table 21 Abridged comparison table: essential elements of all three city-states


<p><i>Division agreement of a deceased family member's estate</i>  <i>Oral division agreement reflected in recording on tablet</i>  <b>Essential elements:</b>  <b>Basic requirements "to be a house"</b>  <b>"building materials" for a house e.g. walls, roof, windows, door</b></p>			
	<b>LARSA</b>	<b>NIPPUR</b>	<b>SIPPAR</b>
<b>Family connection</b>	Brothers and sisters.	Brothers, nephew and an uncle, daughter / granddaughter.	Brothers, sisters (some of whom are different kind of priestesses).
<b>Deceased estate owner</b>	Father's estate, one text: mother or father's estate; and in one other text: uncle.	Father's estate (elementary division) Two estate properties were divided among family members (complex division).	Father and in some texts mother's estate; one text: both parents' estates.
<b>Estate assets</b>	Whole of the estate is divided: <ul style="list-style-type: none"> <li>many valuable assets,</li> <li>variety of assets.</li> </ul>	Whole of the estate is divided: <ul style="list-style-type: none"> <li>varieties of assets, mostly involving <b>edadi</b>-ship.</li> </ul>	Whole of the estate is divided: <ul style="list-style-type: none"> <li>terms such as "from straw to gold", and "as much as there is",</li> <li>description of a variety of assets including houses, fields, slaves and other movable property .</li> </ul>
<b>Mutual consent</b>	<i>zi-i-zu</i> (Akkadian) and <b>ì-ba-e-ne</b> (Sumerian).	<b>še-ga-ne-ne ta</b> and <b>ba</b> (Sumerian).	<i>i-zu-zu</i> (Akkadian).
<b>Raison d'être</b>	Means: exchanges and donations; lesser extent: "bringing in". Supported by: casting of lots and equal division of the estate.	Means: exchange and "bringing in", sometimes donation (small scale). Supported by: <b>in-na-an-búr</b> : balancing the value of each deceased estate asset awarded to a beneficiary as a <i>quid pro quo</i> in conjunction with the rule of preference-portion ( <sup>giš</sup> <b>banšur zag-gú-lá sīb-ta mu-nam-šeš-gal-še</b> ) and the casting of lots ( <sup>giš</sup> <b>sub-ba-ta in-ba-eš</b> ).	Means: mainly an exchange, "bringing in" donation. Supported by: casting of lots.





In the abridged table (*infra*), comparison of natural elements represents the law practices in the each city-state. Some of the law practices are inclusive to a particular city-state. For instance, in Sippar the law practices of a trust, usufruct, oath in the temple and the symbolic expressions of “from straw up to gold” and “their heart is satisfied”. In Nippur, there is the predominant preference rule together with the division by lots and “bringing in”. Larsa have a predominantly “division in equal parts”-statement.

**Table 22 Abridged comparison table: natural elements of all three city-states**

<div> <div> <b><i>Division agreement of a deceased family member's estate</i></b>  <b><i>Oral division agreement reflected in recording on tablet</i></b>  <b>Natural elements: texts</b>  <b>Law tradition practices</b>  <b>"type of structure of house" e.g. double-storey house, patio</b> </div>  </div>			
	LARSA	NIPPUR	SIPPAR
Nat 1 Adoption/support	None.	N4 (10).	None.
Nat 2 Bringing in	Three texts: L4, L6, L8 (30%).	Six of the ten texts (60%) However N3, N7, N9 and N10 contain no <b>búr</b> clause.	One text, S17 (3.8%).
Nat 3 Division by lots/in good will	Four texts (40%): L5 <sup>giš</sup> <b>sub-ba ì-sub-bu-ne-eš</b> L6 & L8 Akkadian variant <i>išqu</i> . L10 as much as there was, and by the casting of lots. Mentioned twice together with each brother's awarded divided assets.	Occurs in eight of the ten texts (80%).	<sup>giš</sup> <b>sub-ba</b> in only one text, S26 (3.8%).
Nat 4 Heart is satisfied	None.	None.	8 Texts (30.7%).
Nat 5 “as much as there is”/ “completely divided”/ “from straw to gold”	Four texts: L2, L4, L7, L10 (40%).	None.	In 84% of the texts except for 4 of the 26 texts: S10, S15, S21 and S26.
Nat 6 No claim	Nine texts except for L3 (90%).	The claim clause occurs in the following texts (50%).	In 84% of the texts, except for 4 of the 26 texts S4, S10, S15, S25.

***Division agreement of a deceased family member's estate***  
***Oral division agreement reflected in recording on tablet***

**Natural elements: texts**

**Law tradition practices**

"type of structure of house" e.g. double-storey house, patio



	<b>LARSA</b>	<b>NIPPUR</b>	<b>SIPPAR</b>
Nat 7 Oath in temple/oath	Oath in temple: None Oath in all 10 texts (100%).	The normal set of oaths, usually found at the end of agreements, is reflected in the Nippur texts, except in N6 (due to damaged text), N8 and N10 (70%).	All 26 texts (100%) normal oath. In 3 texts oath in temple (11.5%).
Nat 8 Preference portion	One text: L10 (10%).	Seven of the ten texts (70%).	None.
Nat 9 Shares: equal clause	Six texts: L3, L4, L6, L7, L8, L9 (60%).	None.	One text S22 (3.8%).
Nat 10 Trust (trustee)	None.	None.	One text, S25 (3.8%).
Nat 11 Usufruct	None.	None.	Three texts S5, S17, S19 (11.5%).
Nat 12 Witnesses	All ten texts (100%).	All of the ten texts (100%).	All the texts are witnesses (all texts) <i>maḥar/igi/pan</i> (100%).

The incidental elements explaining the scribal school practices of the different city-states are outlined in the abridged table (*infra*), regarding firstly the written requirements and then a comparison of the qualities of the texts reflecting each city-state's differences and similarities.

Table 23 Abridged comparison table: incidental elements of all three city-states

<p><i>Division agreement of a deceased family member's estate</i>  <u>Recorded division agreement</u>  <b>Incidental elements:</b>  “exterior and interior decorations” of the “house”  e.g. paint colour combinations, type of windows and doors,  floor tiles, carpets, house lights</p>			
	<b>LARSA</b>	<b>NIPPUR</b>	<b>SIPPAR</b>
<b>Written formalities of agreements</b>			
I 1 Names of contractual parties, rank	Names of the contractual parties and their relationship to each other were mentioned in each text.	The names of the contractual parties are mentioned in all of the ten texts.	The names of the parties and their relationship to each other were mentioned.
I 2 Birth order of brothers	Only in text L10 (10%).	Birth order ranking is prominent (70%).	No birth order rankings of the contractual parties.
I 3 Description of awards/assets	There are fairly good descriptions of the properties with description of their boundaries in relation to the unit.	Detailed descriptions and measurements of assets referring to neighbouring properties and natural boundaries are included and detailed descriptions of movable properties.	Property was accurately noted and discussed in detail. In some texts, only the more valuable items were mentioned as divided such as immovable property and slaves.
I 4 Special legal terms	<p><b>ī-ba-e-ne</b> - they divided.  <i>mi-it-ha-ri-iš i-zu-uz<sub>4</sub>-zu</i> - they agreed to the division and divided the estate equally.  <b>ur-sè-ga-bi [ī-ba-e]-ne</b> - they [have divided the estate] into equal parts.  <b>é-a-ni ba-bé-e-eš</b> – they agree to the division of the houses.  <b>ḥa-la:</b> is the inheritance share of</p> <p><sup>giš</sup><b>banšur zà-gu-la 1</b>  <sup>giš</sup><b>banšur tur</b> – preference portion</p>	<p><b>ni-ba-e-ne:</b> they shall divide into equal parts  <b>še-ga-ne-ne-ta in-ba-eš</b> - by mutual agreement have divided.</p> <p><b>ḥa-la-la</b> - the inheritance portion of</p> <p><b>ur-a-sì-ga-bi in-ba-eš</b> - have divided into equal parts.  <b>nam-ibila:</b> - The beneficiary of X.  <sup>giš</sup><b>banšur-zag-gu-lá IV</b>  <sup>giš</sup><b>liš</b> - one zaggula bowl.  <b>ús-a-du sīb-ta-na</b> –: all the above being the inheritance portion X.  <b>sīb-ta garzá a-na-me-bi:</b> the preference</p>	<p><i>zu-zu-šu-um zi-zu ga-am-ru</i> - they have shared, they are finished.</p> <p><i>zitti</i> - share of  <b>ḥa-la</b> - inheritance share of  <i>zi-zu ga-ab-ru-um bu-ru-ma</i> - they divide the estate and finished the division.</p>



***Division agreement of a deceased family member's estate***

***Recorded division agreement***

**Incidental elements:**

**“exterior and interior decorations” of the “house”**

**e.g. paint colour combinations, type of windows and doors, floor tiles, carpets, house lights**



	LARSA	NIPPUR	SIPPAR
	<p><sup>giš</sup><b>šub-ba ì-šub-bu-ne-eš</b> - casting of lots. <i>i-na mi-it-gu-ur-ti-šu-nu</i> <i>i-na is-qí-im i-zu-ú-zu</i> - By mutual agreement in equal parts, they carried out the division by casting lots. (Larsa <i>išqu</i>). <b>ma-na kù-babbar ta-ap-</b> <b>pi-la-at bi-tim</b> - and <sup>5</sup>/<sub>6</sub> mina of silver as compensation for the house. <b>u<sub>4</sub>-kúr-šè šeš šeš-ra</b> <b>inim-ma nu-gá-gá</b> – brother against brother will not lodge a claim against another. <b>mu</b> (names of gods and king) <b>in-pàd-meš</b></p> <p><b>é kiri<sub>6</sub></b> <sup>giš</sup><b>kár nì-šu-gal*</b> <b>nì*-gá*-gál-la ša ad-</b> <b>da-ne ì-ba-e-ne</b> - movable ground, orchard, furniture, goods and liquidities as much as there was, which belonged to their father, they divided.</p>	<p>portion of whatever temple offices there are; and <b>ibila</b>: the beneficiaries (heirs) of X. <b>búr</b> - in balance; <b>mu-</b> <b>nam-šeš-gal-šè</b> - right of primogeniture <b>ki-búr-ru</b> - (additional) payment for. <sup>giš</sup><b>šub-ba-ta in-ba-eš</b> – casting by lots</p> <p><b>šeš-a-ne-ne ba-ani-ib-</b> <b>ge<sub>4</sub>-ge<sub>4</sub>-ne</b> his brothers shall not raise any claims against him. <b>mu lugal-bi in-pá ũ-</b> <b>kúr-šú lù-ù-ra nu-gí-</b> <b>gí-dé</b>: In future neither shall have power to revoke the agreement</p>	<p><i>a-na a-ḫa-tum ú-ul i-ra-</i> <i>ga-am</i> – brother to brother will not complain against one another. <i>niš...</i> <b>in-pá(d)-de</b><sup>meš</sup> by... they have sworn</p> <p><i>iš-tu pí [e a-di] 'guškin'</i> - “from straw to gold”. <i>li-ba-šu-nu tâb</i><sup>ab</sup> - their hearts are satisfied</p>

# **Division agreement of a deceased family member's estate**

## **Recorded division agreement**

### **Incidental elements:**

**“exterior and interior decorations” of the “house”**

**e.g. paint colour combinations, type of windows and doors, floor tiles, carpets, house lights**



	<b>LARSA</b>	<b>NIPPUR</b>	<b>SIPPAR</b>
I 5 Oath clause (king/god)	King and gods: Kings Rīm-Sîn, Ḫammu-rāpi or Samsu-iluna Some instances by the god/gods Sîn, Šamaš, Nanna or Marduk.	Oath clause in 70% of the texts. The parties swore an oath in the name of the king.	In Sippar, there are two different sets of oaths. One set: at end of agreement: oath to gods or a reigning king and, specifically in Sippar, to the city itself. The second set: in text, a ceremony. It is referred to under the natural elements heading, as a legal practice option. Occurs only in three texts.
I 6 Witnesses’ names, rank/family standing	The witnesses with their rank and standing e.g. (son of X). Professions mentioned: merchant, surveyor and builder.	In N1, N7, N8, N9 and N10 the witnesses’ names and their statuses are mentioned. Professions mentioned: scribe, seal engraver, soldier and overseer.	Names of witnesses without status and sometimes the name of the scribe. Professions mentioned are priestess and law-commissioner.
<b>Qualities of texts</b>			
	<b>LARSA</b>	<b>NIPPUR</b>	<b>SIPPAR</b>
I 7 Language	L1, L2 and L9 are written in Akkadian and Sumerian Remainder of the texts in Sumerian.	The language is Sumerian in texts N1 – 9, whereas in text N10 it is Sumerian with some parts in Akkadian.	The language in texts S1-S11, S14-2 are Akkadian and Sumerian and in S12 and S13 written in Akkadian.
I 8 Location	Larsa	Nippur	Sippar
I 9 Tablet’s condition	Fairly good conditions all of the tablets with a few omitted lines due to damaged tablets.	The majority of the texts are in a good condition.	Majority fairly good condition with a few texts which are damaged.
I 10 Number of copies	100% of all the agreements were recorded on one tablet.	100% reflect only one copy of the complete recording of the agreement.	In 65%: one copy except for S8, S9, S10, S11, S12, S13, S15, S21 and S23.
I 11 Date formula	Date formulas in all of the texts, except for L10.	The date formula occurs in all ten of the Nippur texts.	Date formulas in majority of the texts.

***Division agreement of a deceased family member's estate***

**Recorded division agreement**

**Incidental elements:**

**“exterior and interior decorations” of the “house”**

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	<b>LARSA</b>	<b>NIPPUR</b>	<b>SIPPAR</b>
I 12 Seals impressions	Seal impressions in all of the texts, except for L10 (90%).	Seal impressions were pressed on all of the clay tablets. In text N1 seals were especially made for the agreement. (100%).	In 84% of texts, except for the damaged texts S1, S2, S6 and S9 which display seal impressions.
I 13 Rhythm sequence	See Appendix G.	See Appendix G.	See Appendix G.

The details of the Larsa L1-L10, Nippur N1-N10 and Sippar S1-S26 texts as reflected in Part C, outline the essential, natural and incidental elements, presented by means of specific terms and clauses within the context of each agreement, to constitute each agreement as a family deceased division agreement with their unique law practices and scribal school traditions.

In the next chapter, a comparative study between all three of the city-states is undertaken, reflecting on all these categories and sub-categories. The focus is an in-depth comparison of the attributes in the drafting of division agreements between the different city-states.



## **PART B**

### **CONTENT ANALYSIS AND TYPOLOGICAL COMPARISON STUDY**

#### **CHAPTER EIGHT**

#### **COMPARISON OF FAMILY DECEASED DIVISION AGREEMENTS ACROSS THE CITY-STATES: NIPPUR, SIPPUR AND LARSA**

*“Perhaps there is no limit to the stories we can tell? In addition, accepting that our stories cannot be reduced to one master-story may seem like failure to some who need the comfort of an answer to life’s questions. Conversely, however, accepting that we are destined to offer interpretations and reinterpretations also implies that being human has to do with continual change, with events and projects, with dialogue and interpretation... and with the need to construct structures of orientation; hence the law”*

*(Morrison 1997:14).*

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In a jurisprudential content analysis of the recorded Old Babylonian division agreements, unique legal practices and scribal traditions in the Old Babylonian city-states of Larsa, Nippur and Sippar came forth. Each city-state has its own philosophy and styles of management of the division of the communal property, as well as scribal school traditions. Notwithstanding the differences, some similarities exist, including the basic requirements named as essential elements signifying a certain type of agreement to be a family division agreement from a deceased estate.

#### **8.1 INTRODUCTION**

In this chapter, a comparison is made of forty-six chosen division agreements in three city-states: namely, ten texts from Larsa, ten from Nippur and twenty-six from Sippar. By means of the analysis-model, the details of the agreements are arranged in different categories of basic requirements termed essential elements, a category for the legal practices, known as



natural elements and, finally, a category identified as incidental elements for the various scribal school traditions whose components govern the recording of the agreement.

This chapter considers the discussion and outline of the comparison of elements in Chapter 7, as well as offering comparisons between the said three Old Babylonian city-states.

## 8.2 ESSENTIAL TERMS IN DIVISION AGREEMENTS

### 8.2.1 Introduction

The essential elements, which are the basic requirements, are those necessary to classify an agreement as a division agreement. These elements have already been established in Chapter 7, and all forty-six agreements comply in this respect.<sup>506</sup> This chapter outlines the differences and similarities between Old Babylonian Larsa, Nippur and Sippar.<sup>507</sup>

### 8.2.2 Family connection of the contractual parties or co-owners

In Larsa, Nippur and Sippar, the family deceased division agreement is an agreement between family members, usually brothers, as contractual parties.

In six of the ten Larsa texts, brothers are contractual parties, while in only a few texts other family members, of whom the majority are sisters, are included as contractual parties in the particular agreement.

In Sippar, in twelve of the twenty-six texts, brothers are contractual parties in the family deceased division agreement.

In Nippur, in six of the ten agreements the brothers agree to a division agreement. As a rule in Nippur, no sister is a contractual party, although in one text a daughter of the deceased owner is.

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<sup>506</sup> See Chapter 7 in the footnotes, as well as Part C of the discussion and outline of the different elements which a scribe in each text used, in the scribe's expression of the different terminologies reflecting a family connection, type of estate owner, description of estate assets, mutual consent and reasons for the division.

<sup>507</sup> See figure 14 in the conclusions-section of this chapter to understand the logical flow of the differences and similarities of the essential elements of Larsa, Nippur and Sippar.

In Larsa, in three texts sisters are contractual parties while in Sippar, in eleven of the twenty-six Sippar texts a sister is a contractual party in a division agreement. The majority of these sisters hold the title of priestess; in each text, the unique relationship with the family was portrayed in the manner of limited rights over or the type of division of the estate assets. Texts S3, S5, S6 (usufruct), S7, S10, S15, S17 (usufruct), S19 (usufruct) and S20 refer to situations where the different priestesses were contractual parties, including *nadītum* of Šamaš, **sal-me** priestess of Šamaš, *ḫadištim*, *qadištu* priestess and a sister, *ḫadištim* priestess and a sister who is a Šamaš priestess. In the other texts S9 and S16, the contractual parties are identified only as sisters.

In the Sippar, Larsa and Nippur texts, other members of the family are also contractual parties, although these are an exception to the rule. In the succeeding Nippur texts the other family members are: in N2, brothers or a nephew and an uncle; in N5, nephew and uncle; in N9, brothers and nephews; in N4, the parties, although not of blood relationship, agree by means of an adoption agreement that at the death of the father, his adopted daughter will receive her inheritance from his estate. In Larsa, in text L9, a nephew/cousin is nominated. In Sippar S4, possible nephews, in S21, brothers, a nephew and uncle and in S25, nephew and brothers are contractual parties.

### 8.2.3 Estate owner/ Benefactor: father/mother/other kinship relationship

In eight of the ten texts of Larsa, the deceased father's estate is divided; in two texts, both parents' deceased estates are included in the agreement, where sisters are also the contractual parties. In the Larsa texts, there is no instance in which a deceased woman's estate alone is divided.

In Sippar, the late father is the deceased estate owner in twenty-one texts whereas the late mother's estate is referred to in only five Sippar texts. In two Sippar texts, S17 and S3, both parents' estates are divided wherein a **sal-me** priestess of Šamaš in text S17 and and in text S3 a *nadītum* priestess of Šamaš are contractual parties. In three Sippar texts, where the mother is the only deceased owner, it is an agreement concluded between women only, all of whom are priestesses. In text S6, a *ḫadištim* priestess and a sister, a Šamaš priestess, are identified and in S7, a *qadištu* priestess and a sister are contracting parties. In S10, a *ḫadištim* priestess and her sisters are contractual parties to the agreement. In conclusion, thus in Sippar we found

texts where only a deceased mother's estate is divided, and in these instances, all the contractual parties are priestesses.

In Nippur there seem to be two different types of estate division: initially an elementary division is found in most of the texts where only the deceased father's estate is divided, but followed by a more complex division of the deceased estate where two deceased estates are divided. In the latter instances, the deceased father and his predeceased brothers (uncles) appear in texts N5 and in N9 of the estates of a deceased father and his predeceased brother (uncle and father). In one Nippur text, N4, the estate owners were a mother and grandmother. However, in Nippur a mother is not generally regarded as a deceased owner.

#### **8.2.4 Estate assets: fully or partially divided**

In the Larsa texts, most of the valuable assets are divided, although there are some variations to the assets.

In Nippur, in nine of the ten estates there were vast estates and varieties of assets mentioned, mostly involving **edadi**-ship (custodianship). In one estate, N8, only the **edadi**-ship was mentioned. In all nine of the estates, it seems that the whole of the each estate was divided. In most of the Nippur estates, the **edadi**-ships were important assets awarded to contractual parties.

In Sippar, references to the assets are more elementary. Unlike Nippur, in most of the texts there is not an elaborate description of the assets. In the majority of the recordings the only one recorded was a text of only one of the contractual parties' awarded share in the agreement. Although there are symbolic terms present, such "as straw to gold" and "as much as there is", these indicate the possibility that everything of value from very minor to very expensive were divided. The conclusion can be drawn that other recordings of the other brothers' shares did exist, although these have not been discovered in excavations.

#### **8.2.5 Mutual Consent**

The beneficiaries of the deceased paternal estate agree to the terms and conditions of the agreement. The terms used are: "they carry out the division" or "they agree to" or "they

mutually agree' or "they divide". This express a mutual agreement by the contractual parties to the division of the inheritance in different portions awarded to each other using different terms, which however, in context, have the same meaning.

In Larsa, the inherited estate assets are divided by division agreement and awarded to the different contractual parties by the presence of the terms *zi-i-zu* and **ì-ba-e-ne**, which translate as "they (agree to) divided".

In Sippar, the term *i-zu-uz-zu* is used.

In Nippur, as regards seven of ten estates the term **še-ga-ne-ne ta** "in mutual agreement" was mentioned, although in the other three texts N4, N8 and N9 it can be ascertained from the context that the parties reached a mutual agreement. In Nippur the term **šega** deriving from **še-ga-ne-ne-ta** which means agreement, and reflecting the mutual agreement reached between the contractual parties. In N1, N2, N3, N5, N7, N8 and N10 the contractual parties agree in mutual agreement and have divided the inheritance up by using the term **še-ga-ne-ne-ta**.

#### 8.2.6 Raison d'être

In the Larsa texts, exchange is predominantly utilised as a method to divide the inheritance assets. In these texts exchange or a variation, involving exchange occurs most frequently. This means that sometimes this exchange process is intertwined with a casting of lots, as well as some assets being brought in. The mechanism of exchange was still however the dominant practice and was legally supported by dividing the estate into equal shares. This method of settling in equal shares is mentioned in six of the ten Larsa texts. Only one Larsa text mentions a preference portion rule. Consequently, on the basis of evidence presented by this limited corpus, it is concluded that the preference portion is not a significant legal practice in Larsa and that the overall mechanism for division is exchange in equal parts, with donation being implied, to wind-up an estate, in instances where a precise division cannot be achieved. Donation, as mechanism for a division, is an instrument to manage the final winding up of an estate. It is used to allocate those portions that cannot be equally distributed due to practical restraints, such as agricultural and architectural factors. The parties then consensually agree that with regard to some assets, some contractual parties will receive more than others will.

In contrast, in the Nippur texts solutions that are more specific are found in the division agreements where the deceased estate assets are divided in equal portions of sole ownership. Here, unlike Larsa and Sippar, the preference portion named a **zaggula** bowl, was predominately used in seven of the ten texts. This demonstrates that in Nippur the preference portion was an important legal practice in contrast to that of Larsa where it is referred to in only one out of the ten texts with no occurrence of this legal practice being found in Sippar. In Nippur, the deceased father's estate is divided by attention being given to the **in-na-an-búr** clause. This is the “bringing in” or the balancing of the value of each estate asset, awarded to a beneficiary as a *quid pro quo*, in conjunction with the rule of preference-portion to the eldest brother (<sup>giš</sup>**banšur zag-gú-lá síb-ta mu-nam-šeš-gal-še**) and casting or casting of lots (<sup>giš</sup>**sub-ba-ta in-ba-eš**). The “bringing in” mechanism was used in six of the ten texts together with that of exchange. In the rest of the four texts, exchange was used together and was predominately supported by the casting of lots. Donation as a mechanism also took place only as a support mechanism. Overall, in the Nippur texts there are more even distributions of portions in the division agreements.

In Sippar, the mechanism for a division was primarily one of exchange, with one example of “bringing in”. Exchange was supported by minor practices such as usufruct, a trust and casting of lots. In Sippar, donation occurred as a supplement to exchange.

In conclusion, it can be seen that in Larsa the main mechanism for division is exchange. In Nippur exchange dominates in the majority of the texts, showing the use of the “bringing in” mechanism together with exchange to achieve a more even distribution of portions. In Sippar, the main mechanism of division is exchange with only one example of “bringing in”.

In all three of the city-states donation was used as a third mechanism. This can be noticed when analysing the specific delineation of awarded assets and portions of an asset. The purpose of a donation is only to achieve the final winding-up of the division of the estate and can therefore be regarded as a practical mechanism in doing so. (See in this regard, Chapter 3 regarding the agricultural and architectural challenges of a division agreement.)

“Bringing in”, donation and exchange are three mechanisms interchangeably used in the execution of a division of communally inherited assets in a family deceased division agreement.

### 8.2.7 Summary

All of the essential elements of a family deceased division agreement are present in the texts. There are specific terms or words reflecting these elements and in some instances, conclusions are drawn from the context in the texts.

In most of the texts, brothers are the contractual parties. In a few instances in Sippar and Larsa, sisters are contractual parties. In Sippar, with respect to the greater part of the texts, sisters in their capacity as contractual parties were also described as priestesses and in each instance, she is portrayed as having a unique relationship with her brothers and/or sisters. In Nippur a sister does not emerge as a contractual party, although in one exception the text refers to a daughter as a contractual party.

In the Sippar, Larsa and Nippur texts, other members of the family, such as a nephew and an uncle, are contractual parties; however, this only occurs in exceptional cases.

The estate owner is usually the deceased father. In exceptional cases other family members are the estate owners; the mother is the alternative estate owner in the majority of Sippar and Larsa texts. In Nippur, as opposed to Larsa and Sippar, a mother as a rule is not a deceased owner (except for one anomaly). In Larsa, the deceased father's estate is divided while in two texts both parents' deceased estates are involved; however, there are no texts in Larsa where only a deceased woman's (mother's) estate is divided. In Sippar in three texts, the mother is the only deceased owner; but in such instances, the agreement is concluded between women (daughters of the deceased) who are all priestesses and sisters to each other.

In Nippur two different types of estate divisions of an estate owner occur: the first, where the father is the deceased owner, is basic, followed by a more complex example of division of the estate of the father and his brother (uncle), or nephews in the case where the uncle has predeceased them.

In Larsa and Nippur, vast estates and varieties of assets are included in the divisions. In Nippur particularly, the scribes use elaborate descriptions of the assets, which makes it easier to conclude that all the valuable estates, mostly the whole of the communally inheritance assets, were divided. In Nippur, the **edadi**-ship is an important inclusion. In Sippar although

the references to the assets are minimal, there are terms such as “from straw to gold” and “as much as there is” in some of the texts, indicating that the communally-shared inheritance was divided.

The contractual parties consensually agree to the division; each city-state has its predominantly utilised terms: Larsa employs the Akkadian and Sumerian variants *zi-i-zu* and *ì-ba-e-ne*, in Nippur a Sumerian variant: *še-ga-ne-ne ta* is used; and in Sippar an Akkadian variant: *i-zu-uz-zu* is preferred.

The predominant mechanism for a division is exchange; in addition to this and depending on the legal traditions, there is support of other legal practices to assist in the given practice.

In Nippur, the emphasis is placed more on a precise division of portions and on the further complication of the predominantly preferred rule. The practical requirements for the overall use of the “bringing in” clause and the “division by lots” to manage a winding up of an estate are reflected in the Nippur texts.

Larsa’s divisions are less precise and are principally an exchange of assets. In Larsa, the exchange is supported by a minimal amount of “bringing in” and casting of lots. There is, however, an emphasis in the texts that the division took place with equal shares to balance out this impracticality. Regarding Larsa, it can thus be said that its philosophy and way of dividing the estates are more in line with those of Nippur.

Sippar used the instrument of exchange as an elementary way of dividing the estate. By “elementary” it is meant that in only one text the “bringing in” clause, and in one other text the casting (division) of lots, is used. In Sippar, exchange is utilised together with a wider range of legal practices. These are more focused to ensure harmony was established and a few of the legal practices are symbolic in nature. The symbolic acts and terms assist in the analysis of the type of assets used and rights assigned to the new owners in the division, as well as the formalities of the conclusion of the contract. Examples of this include “their heart is satisfied”, “from straw up to gold”, “as much as there is”, no claim-clause, a special oath ceremony and a witness-clause, along with two anomalies: firstly the use of a usufruct in three texts and secondly the implementation of a trust.

In Nippur, Larsa and in Sippar the concept of donation occurs. It is used as a supplementary mechanism for division of the assets and/or awarded portions and is readily identified when a precise division of assets and/or portions thereof do not occur and it is then utilised to assist in the final winding-up of the estate.

### 8.3 NATURAL ELEMENTS

Natural consequences result from division agreements through practice and law. The contractual parties can choose which legal practices they prefer to incorporate in the agreement. This choice depends on the unique circumstances and possible factors such as family circumstances (preference rule and sister as priestess), practical challenges due to agricultural and architectural elements, as well as economic use and personal preferences.

#### 8.3.1 Introduction

The natural elements indicate the different legal practices and options contractual parties can use to manage the division of the communally-shared inheritance. The variety of options regarding legal practices used in Old Babylonian Larsa, Nippur and Sippar include the following:<sup>508</sup>

- Mechanisms of the division: “bringing in”, Nat 2.
- Practical procedure to manage a division: “division by lots” or “casting of lots”, Nat 3.
- Symbolic expression: “heart is satisfied”, Nat 4; “completely divided” and “from straw to gold”, Nat 5.
- Formalities, implementation and enforcement of the agreement: no claim, Nat 6; oath Nat 7, and witnesses, Nat 12.
- Additional conditions and provisions: adoption, Nat 1; preference portion, Nat 8; “equal shares”, Nat 9; trustee Nat 10, and usufruct Nat 11.

The differences and similarities between various legal practices of Larsa, Nippur and Sippar

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<sup>508</sup> See Chapter 6 (Terms), Chapter 7, as well as Part C of the discussion and outline of the different legal practices which a scribe in each text used, in the scribe’s expression of the different terminologies reflecting the different legal practices.



with regard to family deceased division agreements are outlined and compared in this section.<sup>509</sup>

### **8.3.2 Adoption/support (Nat 1)**

The adoption support clause as an additional provision occurs only in one text in Nippur N4, and is therefore an exception to the rule.

### **8.3.3 Bringing in (Nat 2)<sup>510</sup>**

As a mechanism for division, the purpose of the “bringing in” clause is to equalise the values of the portions of estate assets divided and awarded to each of the contractual parties. It is an a typical sale and takes place where the parties by agreement “bring in” or “buy” an asset/s to compensate one or more of them. This is due to one or more of the contractual parties receiving a greater amount of assets or portions in value.

In the three Larsa texts, one text indicates that some silver is brought in to compensate for a house (L5), while in another (L6), a slave is brought in and in the last (L8), the contractual parties agree that a certain “branch of channel” will later be brought in. In seven of the ten Larsa texts, the “bringing in” clause is not used.

In Nippur the opposite occurs: “bringing in” is the dominant mechanism used in seven of the ten texts. Different types of assets, according to each circumstance, were used to equalise the values of the awarded assets. It ranges in texts from: something a brother must pay in balancing his share from his brothers, through to a recompense not to share in the estate’s debt, through to one party’s silver shekels being brought in for a house where more is received by another and as compensation for house renovations by one contractual party (probably for repairs done to said house preparatory to dividing it up). In most cases either money or a field was brought in.

In Sippar, “bringing in” was not a rule and only in one of the twenty six texts, namely S17, it is used in an instance where one party contractual gives 5 shekels of silver to another as an

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<sup>509</sup> See figure 14 in the conclusions-section of this chapter to understand the logical flow of the differences and similarities of the natural elements of Larsa, Nippur and Sippar.

<sup>510</sup> Term **búr**.

equivalent value for a house received.

#### **8.3.4 Division by lots (Nat 3)<sup>511</sup>**

The division of an estate by lots is a practical means to constitute an equal and fair distribution of the division. The different assets are segmented into different portions. Lots are drawn, and the respective portions are allocated as sole ownership to the awarded contractual party. Drawing or casting of lots has the advantage that in decision-making each participant willingly and with good intent agrees on the proper appropriation of each portion or asset, as any of the parties may end up with a particular portion. Thus it may be said that the whole process of the division of communally-shared inheritance, entails more than the random throwing or casting of a few lots.

This practical procedure occurs in only four Larsa texts: L5, L6, L8 and L10, as a means to manage a division. In six out of ten Larsa texts there is no division by lots.

In Nippur however, this practical clause is used in eight of the ten (except N3 and N6) family deceased division agreements.

In Sippar in texts S1 - S25 no division by lots clauses occur. It is not a normal practice in Sippar: in only one text (S26), which is itself an interpretation, a division by lots occurs.

It can thus be concluded from the texts that in Sippar, division by lots is not the norm while in Larsa, it is used to some extent and in Nippur this practical means of dividing the estate's portions is frequently used.

#### **8.3.5 Heart is satisfied (Nat 4)<sup>512</sup>**

This is a symbolic expression and is present in only the Sippar texts. The term can be found in six of the twenty-six agreements of Sippar and is read together with other terms for its understanding of context and to underline the satisfaction of the parties regarding the division of the portions and/or assets of the communally inherited assets.

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<sup>511</sup> Terms: <sup>giš</sup>**sub-ba** or *išqu*.

<sup>512</sup> Term: *li-ba-šu-nu* *îâb ab*.

### 8.3.6 As much as there is (Nat 5)<sup>513</sup>

The “as much as there is” clause, is found in only Larsa and Sippar. It is a symbolic expression and indicates the extent of the division of the inheritance assets.

This term and its different variants are not found in the ten Nippur texts.

In Larsa this clause occurs in four of the ten texts, usually provided with a description of the assets and a general description of the furniture, goods and estate of the father’s house together with the term “as much as there is”.

In Sippar, another descriptive grammatical term is used with a different emphasis. At the conclusion of the division of assets among the contractual parties, everything due to be shared is now divided: all of the communally inherited assets have been allocated to the contractual parties. This sometimes occurs alone or on its own combined with the term “from straw to gold”. The term “from straw to gold” is a unique symbolic expression found in only the Sippar texts. It means that all the assets from those with insignificant value to those of high value have been included in the division.

### 8.3.7 No claim (Nat 6)<sup>514</sup>

The no claim-clause is one of the formalities, implementations and enforcements of the agreement and one of the general clauses used in the majority of division agreements found in the Larsa, Nippur and Sippar texts.

In Larsa, this clause is used in nine of the ten texts with variants, all having almost the same meaning. Only one Larsa text, L3, does not reflect the clause. The parties, in general terms, state that there will be no complaint against the other.

In fifty percent of the Nippur texts, the term is used as an enforcement of the agreement.

In Sippar, this term is found in twenty two of the twenty six texts, with only four of the twenty six agreements not recording a no claim-clause.

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<sup>513</sup> Terms: *gamāru*, *ištu*, *gál-àm*.

<sup>514</sup> Terms : **inim nu-um-gá-gá-a** or the variant **šeš-a-ne-ne ba-ani-ib-ge<sub>4</sub>-ge<sub>4</sub>-ne**.

### 8.3.8 Oath in the temple (Nat 7)

The oath clause is read together with the no claim and witness clauses, as one of the formalities, implementations and enforcements of the division agreement.

Additionally, in Sippar, an “oath in the temple” clause consisting of ceremonial rituals is present in three texts: S20, S25 and S26, The contractual parties cleanse themselves in a ritual and in one text, as well as the ceremony ritual, the division agreement is registered in a land register.

### 8.3.9 Preference portion (Nat 8)<sup>515</sup>

The preference portion is one of the additional conditions and provisions apart from the adoption (Nat 1), trustee (Nat 10) and usufruct (Nat 11).

In Sippar this legal practice does not occur in any of the twenty six texts.

In Larsa from texts L1-L10, only one text (L10) mentions a **gišbanšur zaggulá**: a table **zaggula** (first-born share).

In Nippur, this term and provision are present in the majority of the texts i.e. seven of the ten. This clause is not present in Nippur texts N3, N4 and N7.

The preference portion is a legal practice generally used in Nippur, less in Larsa and not at all in Sippar.

### 8.3.10 Equal Shares (Nat 9)<sup>516</sup>

The “equal shares” clause is one of the additional conditions and provisions used as a choice in a division agreement.

In Nippur, this term is not reflected in any of the ten Nippur division texts.

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<sup>515</sup> Term **gišbanšur**.  
<sup>516</sup> Term *mithāriš*.

In Sippar, this provision only appears in one text (S25) where the term *mi-it-ḫa-ri-iš* is present and is not reflected in the other Sippar twenty-five agreements.

In Larsa, this clause occurs in six of the ten Larsa texts where the contractual parties agree to the division of the estate in equal parts.

Thus, the equal share legal practice is a term that occurs predominantly in Larsa.

### **8.3.11 Trust/Trustee (Nat 10)**

The trustee clause is one of the additional conditions and provisions and is present only once in a Sippar text (S25) where it is stated that the income accrued from the father's house belong to them together and that they will administer the property.

### **8.3.12 Usufruct (Nat 11)**

In Sippar as an additional condition and provision in the same instance as an adoption (Nat 1), preference portion (Nat 8) and trustee (Nat 10), the usufruct is an option used by contractual parties. This option is only used in Sippar, in three of the twenty six texts. In all three texts the sister is a usufructuary and her brothers are bare dominium owners. In S5, the sister is a *kulmašītu* in a division agreement between her brothers; and in S17 and S19, her occupation as a **sal-me** priestess, are described. This additional condition is used together with the mechanism to institute a division by an exchange of assets/portions.

The special role of the priestess comes into play, and by utilising a usufruct certain built-in precautionary mechanisms were employed to protect the sister and give more obligations to the brother/s.

As an additional consequence all contractual parties in the given city-states wish to enter in a division agreement, for as co-owners they do not want to share in the co-ownership of the communally-shared inheritance. Nevertheless, in the case of a chosen usufruct over a dominium property, the contractual parties agree to retain co-ownership over some of the property, and to manage this property as a lifelong commitment to the advantage of the designated person, usually their sister. This lifelong commitment ensure that the contractual

parties must peacefully and successfully manage and utilise the property, or they may forfeit ownership over property. In such instance, forfeiting ownership could also mean losing their investment of their own capital to maintain the property.

No provision was made in Nippur and Larsa regarding a usufruct/maintenance rights over communally-shared immovable property. In Nippur and Larsa, the contractual parties concluded that with the division of the assets, the assets are divided in portions of sole-ownership. They consequently create a new beginning (*tabula rasa*), as sole owners, regarding their new acquired allocations of the once communally-shared inheritance.<sup>517</sup>

### 8.3.13 Witnesses (Nat 12)<sup>518</sup>

The witnesses clause (Nat 12) is one of the formalities, implementations and enforcements of the division agreement, together with the no claim (Nat 6) and oath (Nat 7) clauses.

In Larsa, in all of the ten texts, witnesses are recorded as presence, with the Sumerian variant for meaning “before”: **igi** being used.

In Nippur, it seems that in all ten texts there are witnesses recorded as being present. Unfortunately, in the process of transcription some scholars tend to omit the witnesses clause. In six of the agreements we can properly assess that the term **igi** is used, namely in N1, N2, N7-N10. In texts N3 and N4, it is unclear if there were witnesses recorded. In texts N5 and 6 the clause cannot be accurately assessed.

In all of the Sippar texts there are witnesses present, with Akkadian and Sumerian variants for the term meaning “before”: in one text the term *pan* is used; in twelve texts **igi**, while in the rest of the texts *maḥar* is employed.

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<sup>517</sup> The scope of this thesis does not allow for a detailed discussion of the rights, privileges and obligations of the contractual parties. However, a future study may shed more light on the consequences of a usufruct for the contractual parties and their sister, as well as detailed study of the usufruct construction. In addition, the study may include their possible needs, reflect complex family relationships and family contractual obligations in old Babylonian Sippar.

<sup>518</sup> Term **igi** or *maḥar* or in one Sippar text: *pan*.

### 8.3.14 Summary

In the legal practices, an undisclosed category of twelve legal practices, termed natural elements, indicates that, these practices serve as options for the contractual parties to choose from in the ancient Babylonian city-states of Larsa, Nippur and Sippar. These serve as mechanisms, procedures, formalities, implementation and enforcement, as well as conditions and provisions of the division agreement. A summary of the following comparisons ensues:

The adoption/support clause (Nat 1) occurs only in one Nippur text.

The “bringing in” clause (Nat 2) is present in the majority of the Nippur texts, in some of the Larsa texts and in only one Sippar text.

The division by lots clause (Nat 3) is a general practice in Nippur, with some presence in the Larsa texts, and only one occurrence in the Sippar texts.

In Nippur, the preference portion (Nat 8) is a normal occurrence in the majority of the texts, with one occurrence in the Larsa texts, but makes no appearance in the Sippar texts.

The “as much as there is” clause (Nat 5) occurs only in the six of the ten Larsa and the majority of the Sippar texts in which they are utilised together with, or as an alternative to the symbolic expression of “from straw to gold”.

The “equal shares” clause (Nat 9) occur in only a few Larsa texts, with one occurrence in Sippar texts, and none in those of Nippur.

The “no claim” clause (Nat 6) is a general one, which occurs in ninety percent of the Larsa texts, fifty percent of the Nippur texts, and in the majority of the Sippar texts.

The “heart is satisfied” (Nat 4), trust (Nat 10), usufruct (Nat 11) and oath in the temple (Nat 7) clauses only occur in Sippar. The general oath is present in the majority of all the texts in the city-states.

The incorporated trust and usufruct in Sippar division agreements, show the willingness of

contractual parties to agree to lifelong commitments, in a situation where the parties wish to changed some of their co-ownership to assets of sole ownership. With these constructions, the contractual parties are committed in the future to peacefully manage the property, or they may forfeit their ownership. Nippur and Larsa took to a clean-slate (*tabula rasa*) approach. Thus with the conclusion of the agreement, the communally-shared assets were change in portions of sole-ownership for each party concerned, to start a new beginning of sole ownership.

The witnesses' clause (Nat 12) is present in almost all of the texts, but for unknown reasons it is sometimes omitted by the translators, or else the tablet may have been damaged. From the texts it can accordingly be regarded as a normal practice in Old Babylonian division agreements that witnesses are present at the conclusion of the terms and conditions of division agreement, to provide testimony and assistance in possible disputes. The terminology employed to describe the witnesses has divergent Akkadian and Sumerian variants that convey the same meaning i.e. that these witnesses appear in front of (or before) the contractual parties. The contractual parties see them, and they are therefore presence during the conclusion of the agreement proceedings.

In conclusion, Larsa demonstrates something of both of Sippar and Nippur's main traditions and philosophies, in the conclusion and recording of a family deceased division agreement. Sippar and Nippur resemble each other less in this regard.

Nippur, as the "traditionalists" follows a strict practical tradition in their dealing with legal acts and recordings, and probably life itself, captured in all of the customs and ways of society. In the Nippur division agreements, there were no reliance on statements of equal portions (predominantly found in Larsa) or symbolic expressions (found in Larsa and Sippar), but rather on the implementation of practical traditions and procedures. In their practical and traditional mind-set, they solve problems of segmentation of portions and final division by using the traditional casting of lots, in alternative or together the traditional "bringing in" mechanism to make sure that there is an equalisation of values; together sometimes, with the legal practice of awarding of a certain percentage to the eldest brother.

Sippar, the "innovators" focuses less on detail and more on relationships and the innovation in problem-solving in the means to divide communally-shared estate assets in portions of sole-



ownership. The contractual parties and scribes of Sippar are interested in an expressive, symbolic approach of attending to matters. The scribes were focus on a bigger picture orientation in their recordings of the agreed terms by the contractual parties. They use emotion expression in their recordings to show the passionate intent and symbolic communication of legal acts. There is also a wider range of options available in Sippar. Sippar agreements employ variations, which accommodate special circumstances and protection of rights. The parties can decide in accordance with their circumstances what terms and conditions to use.

Larsa, are the “practical idealists” and uphold a combination of traditional practices and some of Sippar’s innovations in problem-solving with the division of assets. In Larsa to accomplish a division, the contractual parties show both an appreciation for a division in more or less equal portions as shown in Nippur; however using some of the symbolic expressions of Sippar.

## 8.4 INCIDENTAL ELEMENTS

### 8.4.1 Introduction

In this category, we find the uniqueness of different scribal practices reflected in the written division agreement; however, parties could choose to include such practices in the contract and such practices did not form part of the basic requirements to qualify a contract as a division agreement.

Written formalities of division agreements investigate the following aspects: names of the contractual parties, birth order, descriptions of assets (thorough description, value), special legal terms, sanction clause (type), oath clause (king/god) and witnesses (names, rank/family standing).

In division texts, the following qualities were emphasised: language, location of text, tablet’s condition, copies, date formula, seal impressions and the rhythm sequence/special style.

The similarities and differences of the scribal practices regarding the detail, aspects, elements and terms of the Larsa, Nippur and Sippar division agreements are outlined here, together

with an indication of the qualities of these texts.<sup>519</sup>

## 8.4.2 Written formalities of division agreements

### 8.4.2.1 *Names of contractual parties, rank*

In the Nippur texts, which were customarily written in Sumerian, the names of the contractual parties and witnesses were predominately Semitic. In all ten texts, the names of the contractual parties are shown. In Larsa, the names of the contractual parties are mentioned. The names of the contractual parties are mostly reflected in the Sippar documents.

### 8.4.2.2 *Birth order of brothers (implied/ implicit)*

The birth ranking order normally occurs in texts in the presence of the **gišbanšur zag-gu-lá** clause where the oldest son receives a preference portion of the deceased parent's estate.

In Larsa in the texts, L1-L9 there is no preference portion and no reference to birth order ranking. Only in the Larsa text L10 is there any reference to birth order, as well as to a **gišbanšur zaggulá** clause (preference clause).

However, in Nippur, where the preference share is a dominant clause, birth order ranking is prominent. This scribal school style of the said **gišbanšur zaggulá** clause means that the oldest son receives a preference portion of the deceased parent's estate. Birth order is evident in seven of the ten Nippur texts.

In Sippar, there are no birth order references; this is probably due to their being unnecessary as there are no "preference portion" practices in the Sippar agreements.

### 8.4.2.3 *Description of assets: thorough description, value*

Depending upon the scribal tradition in the different texts the description of the assets differs accordingly.

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<sup>519</sup> See figure 14 in the conclusions-section of this chapter to understand the logical flow of the differences and similarities of the incidental elements of Larsa, Nippur and Sippar.

In Larsa, the property was discussed properly and in detail. In the majority of the texts the following particulars of the assets were evident, namely: description of unit, extent of unit and position on or in relation to the unit. In some texts, only the more valuable items were mentioned to identify them.

In Nippur a detailed description and measurements of assets, references to neighbouring properties and natural boundaries are included. Money is described by giving the amount. Moveable assets are described: e.g. name and type of slave.

In some Sippar texts a description of the assets was mentioned to identify them, for instance a certain type of immovable property such as a house, or movable property items such as slaves and doors. In a few Sippar texts, descriptions are more detailed given, although in a far less elaborate manner than those of Larsa, and especially Nippur.

#### 8.4.2.4 *Special legal terms*

In Larsa the significant special legal terms subjected to the different legal practices' unique terms and applicable to each agreement are: **ḥa-la** - the inheritance share of X; **ì-ba-e-ne** or *i-zu-zu* - they divided; **u<sub>4</sub>-kúr-še šeš šeš-ra inim-ma nu-gá-gá** – brother against brother will not lodge a claim against another; and **mu** - an oath clause.

In Nippur the key special legal terms are: **še-ga-ne-ne-ta** - in mutual agreement; **ḥa-la-la** - the inheritance share of X; **búr** - in balance; **mu-nam-šeš-gal-še** - right of primogeniture; **mu lugal-bi in-pá; ũ-kúr-šú lù-ù-ra nu-gí-gí-dé** - in future neither shall have power to revoke the agreement; **ni-ba-e-ne** - they shall divide into equal parts; **sīb-ta garzá a-na-me-bi** - the preference portion of whatever temple offices there are; and **ibila** - beneficiaries (heirs) of X.

Specific terms particularly used in Sippar are the two symbolic expressions of “heart is satisfied” and “from straw to gold”. Terms usually present in the Sippar texts are *i-zu-zu-šu-um zi-zu ga-am-ru* - they have shared, they are finished; *li-ba-šu-nu tâb<sup>ab</sup>* - their hearts are satisfied; *ú-ul i-ta-ar-ma* - they will not complain and come back; *iš-tu pí-e a-di guškin* - “from straw to gold”; *ga-am-ru* - the division is finished; and **ḥa-la** or *zitti* - inheritance share of X.

#### 8.4.2.5 *Oath clause (king/god)*

In Sippar, there are two different types of oaths. The general type is the same as which is found in Nippur and Larsa, where the parties swore an oath to an entity or a deity.<sup>520</sup> The other type of oath occurring is a ceremonial oath in a temple.

In Sippar as regards a general oath, the parties swore to gods, the reigning king and, only in Sippar, to Sippar the city itself.

In Larsa, the oath clauses appear in all ten of the Larsa texts. In these they swore by the king of the day, for instance Rīm-Sîn, Ḫammu-rāpi and Samsu-iluna; and in some instances by the god/gods Sîn, Šamaš, Nanna, Marduk.

The general oath in Nippur is different from Larsa and Sippar for in only seven of the ten texts is an oath clause found: the oath, which is sworn to the king, **mu lugal-bi téš-bi-pà-dè-eš**.

It is unknown if the detail of the oath is the choice by the scribe and/or that of the contractual parties. If it is the decision of the parties which king and/or gods to name, then it is most likely the choice of all of the contractual parties or of the contractual party whose only awarded division is inscribed on the clay tablet.

#### 8.4.2.6 *Witnesses names, rank/family standing*

In Larsa, in three texts, the name of the witness and status (son of X), the scribe's name and profession (**dub-sar**) also appear. In four of the texts the name of witnesses and status (son of X) occur, in two texts only the name of the witness and in one text L9, the names and family relationships are mentioned, e.g. son of X. In L4 four merchants were mentioned. Text L9 mentions the following: Ilšu-ibnīšu, a surveyor and Puzir-Nazi, a builder. This poses the question of whether this surveyor and builder have some knowledge of the measurements of structures of the fields, gardens and houses mentioned in the agreement.

In Nippur, in texts N1, N7, N8, N9 and N10, there are witnesses whose status is mentioned.

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<sup>520</sup> An entity would represent the city-state; a ruler - the king. A deity represents a certain god.

At the end, the last two witnesses are the **dub-sar**, a scribe and the **bur-gal**, a seal engraver. In one text N1 a scribe and seal engraver are witnesses and are mentioned last (see texts N9 and N10). In this text, the seals of the contractual parties were especially made for this agreement. Other texts' transcription and/or translation only indicate that there are witnesses present. Other professions mentioned include a priest, soldier and overseer.

In Sippar in all of the texts, witness clauses were recorded containing different language variants meaning "before". The clause includes names of witnesses without status and the name of a scribe (*tupšarrum*), names of witnesses with status (son (**dumu**) of X), names of witnesses with status (son (**dumu**) of X) with a scribe (**dub-sar**) and witnesses with their names and status (son *mâr* of X). Also professions such as priestess (**lukur**) and law commissioner are mentioned in the Sippar texts, as witnesses.

### 8.4.3 Qualities of cuneiform division texts

#### 8.4.3.1 *Language*

In Larsa, three texts are written in Akkadian and Sumerian, the remainder solely in Sumerian.

Nippur texts reveal that Sumerian is the language predominantly used in texts N1 – 9, but in text N10 Sumerian is used with some parts being written in Akkadian.

In Sippar, the language is predominantly Akkadian, with a few Sumerian words.

#### 8.4.3.2 *Condition of the tablets*

In Larsa, the tablets' condition in many of the texts is not good; however, the important details of the agreement can for the most part be assessed.

In Nippur, most of the tablets are in a reasonably good condition.

In Sippar, some of the tablets are damaged, although it is possible to assess the most important details of the agreements.

#### 8.4.3.3 *Number of copies (agreements)*

In Larsa there is only one copy of each of the texts; it seems that all the agreed portions of the contractual parties were recorded on each tablet.

In Nippur, all ten Nippur recorded family deceased division agreements suggest only one copy and the recording of the entire agreement.

On the other hand, in Sippar an exception occurs in practice: generally only one contractual party's agreed awarded assets are evidenced in one recorded clay tablet; by implication this meant the other brothers had probably caused their agreed portion to be recorded in a separate clay tablet. An excellent example is S11, S12 and S13 regarding the three brothers whose awarded portions are reflected in three separate recordings.

#### 8.4.3.4 *Date formula*

In the Larsa and Nippur texts the date formula is present in all of the texts. In Sippar most of the twenty six agreements contain a date formula.

#### 8.4.3.5 *Seal impressions*

In Larsa in all of the texts there are seal impressions, except for that of L10.

All ten Nippur texts have seal impressions. Text N1 seals are made for a division agreement and the impression occurs before the **hala** lines. The seal is cut specifically for this occasion and has the names of all three brothers present.

In Sippar some texts display seal impressions.

### 8.4.4 **Summary**

With regard to the incidental elements found in the given agreements from the said city-states, analysis of them allows them to be categorised into two main groups, namely: written formalities of division agreements and qualities of the texts reflecting scribal school traditions. Comparisons of these are summarised as follows:

With regards to the written formalities of the division agreement, thus:

- In the Nippur, Larsa and Sippar texts the names of the contractual parties are made known; some of the names are Sumerian, Akkadian and, in Nippur, Semitic.
- The scribes' choice to include the birth ranking order normally occurs in texts where the **gišbanšur zaggulá clause** is present. In Nippur, the preference share is the dominant clause, as birth-ranking order is indicated or implied, because of use of the term. In Sippar, there is no birth ranking indication and in Larsa, it is an uncommon term used only in one text together with the preference share.
- In Sippar, the description of the property is limited to the information necessary to identify the assets only. In Larsa, the property was in the main properly described and discussed in detail with merely a few texts having less detail. In Nippur the scribes once more demonstrate a proper description of the assets.
- In Larsa, Nippur and Sippar there are definite scribal traditions regarding the oath procedures although the exact extent of the contractual parties' role in the choice of the god and king and even of such reference as mentioning the city Sippar itself is an open question. For instance, in Nippur, the parties were only sworn in the name of the king. In Sippar the oath clauses contained variations with regard to certain gods and the reigning king, or only the gods and/or the city. In Larsa, the contractual parties were sworn to different gods and the reigning king.
- The witness clause is a general clause in a division agreement and scribal tradition reflects the different styles as regards the name, status and professions of the witnesses, together with the mentioning of the scribe's name, the seal engraver, the surveyor, builder and some other professions. In Larsa the name of the witness and status (son of X), the scribe's name and profession (**dub-sar**), together with the professions of a merchant, surveyor and a builder are recorded. These are the only professions named in the witness clause. In Nippur, mention is made of witnesses with status, namely the **dub-sar**, a scribe and **bur-gal**, a seal engraver. Also in the Nippur texts, professions were named of a priest, soldier and overseer. In Sippar one comes across names of witnesses without status and

the name of a scribe (*tupšarrum*), names of witnesses with status (son [**dumu**] of X), names of witnesses with status (son [**dumu**] of X) together with a scribe (**dub-sar**) and of witnesses with their names and status (son *mâr* of X). Also professions such as priestess (**lukur**) and law commissioner are mentioned in the Sippar texts, as witnesses.

- In Larsa, some of the texts are written in Akkadian and Sumerian while the rest are in Sumerian. In Nippur, the language predominantly used is Sumerian, and in Sippar it is predominantly Akkadian.
- The tablets' condition ranges from bad to fair to good, but the important details of the agreement can mostly be gauged.
- In the Larsa and Nippur only one copy of the texts is made; therefore the complete division agreement is reflected in a written form on the tablet. Sippar is the exception and here, in a few texts the practice is to reflect only one contractual party's agreed awarded assets on a single recorded clay tablet; by implication this meant the other brothers most probably had the details of their agreed portion recorded on a separate clay tablet.
- Date formula and seal impressions are found in the majority of the texts.

## 8.5 CONCLUSIONS

From the comparisons studied in this chapter, it is evident that, with regards to the essential, natural and incidental elements in the cities of Nippur and Sippar, their philosophical outlook and means of division, as well as scribal school practices, in completing a family deceased division agreement vary in similarities and differences. See the schematic outline (*infra*) reflecting these similarities and differences.





**Figure 13 Schematic outline of philosophy, management of division and scribal school traditions of Larsa, Nippur and Sippar**

In Larsa, contractual parties and scribes have a “practical-idealistic” outlook, Nippur were “traditionalists”, and Sippar act as “innovators” regarding their philosophical outlook, management of division and scribal school traditions. Larsa demonstrates something of both of the Sippar and Nippur’s main traditions and philosophies in the conclusion and recording of a family deceased division agreement. Sippar and Nippur resemble each other less in this regard.

Nippur, as the “traditionalists” in the examination of the legal practices and scribal school traditions, follow a strict practical tradition. It is about doing the right thing, in a traditional and practical manner. It is Nippur’s way of dealing with legal acts and recording, and probably life itself, captured in the customs and ways of society. Nippur texts do not rely on

statements of equal portions (predominantly found in Larsa) or symbolic expressions (found in Larsa and Sippar), but rather on the implementation of means of practical traditions and procedures.

Nippur's implementation of the division is practical and thorough, not only in the recording of the agreements, but also in the winding-up of the division. This mind-set begins with solving problems of segmentation of portions and final division by using the traditional casting of lots, in alternative or together with the traditional "bringing in" mechanism to make sure that there is an equalisation of values; and, in addition, with the tradition of the awarding of a certain percentage to the eldest brother (preference rule).

Sippar, the "innovators", focus less on detail and more on relationships, as well as innovations in problem-solving in the means of dividing communally-shared estate assets in portions of sole-ownership. To this end, every contractual party in six texts (60%) avers that they are satisfied in their hearts, as the expression is stated. The contractual parties and scribes of Sippar are interested in an expressive, symbolic approach. The scribes have a bigger picture orientation in their recordings of the agreed terms by the contractual parties. They use emotion/symbolic expression in their recordings to show the passionate intent and symbolic communication of legal acts. There is also a wider range of options available in Sippar. Sippar agreements employ variations, which accommodate special circumstances and protection of rights. The parties can decide in accordance with their circumstances what terms and conditions to use.

Larsa, the "practical idealists", uphold a combination of Nippur's traditional practices and some of Sippar's innovations in problem-solving with the division of assets. In Larsa, to accomplish a division, the contractual parties show both an appreciation for a division in more or less equal portions as shown in Nippur; however, they use the symbolic expressions of Sippar in the recording of the agreed terms.

In the application of the analysis-model, dealing with the categorisation of different aspects of the division agreements, in categories of elements, the schematic outline (*infra*) illustrates the differences and similarities of the details, as well as the characteristic of these agreements in each city-state.

Keeping in mind the following common characteristics, which occur in all three of the city-states, namely:

- Essential elements: all of the elements to qualify an agreement as a family division agreement from a deceased estate
- Natural elements (legal practices) representing the formalities, implementation and enforcement of the agreement:
  - No claim clause
  - Witnesses clause
  - Oath clause
- Incidental elements (scribal school practices)
  - Name of the contractual parties and mostly relationship to each other
  - Date formula
  - Seal impressions

In the schematic outline (*infra*), Larsa represents the orange circle, Nippur the blue circle and Sippar the pink circle. Where the circles cross each other, it represents the common features and characteristics that two city-states have in common with each other.

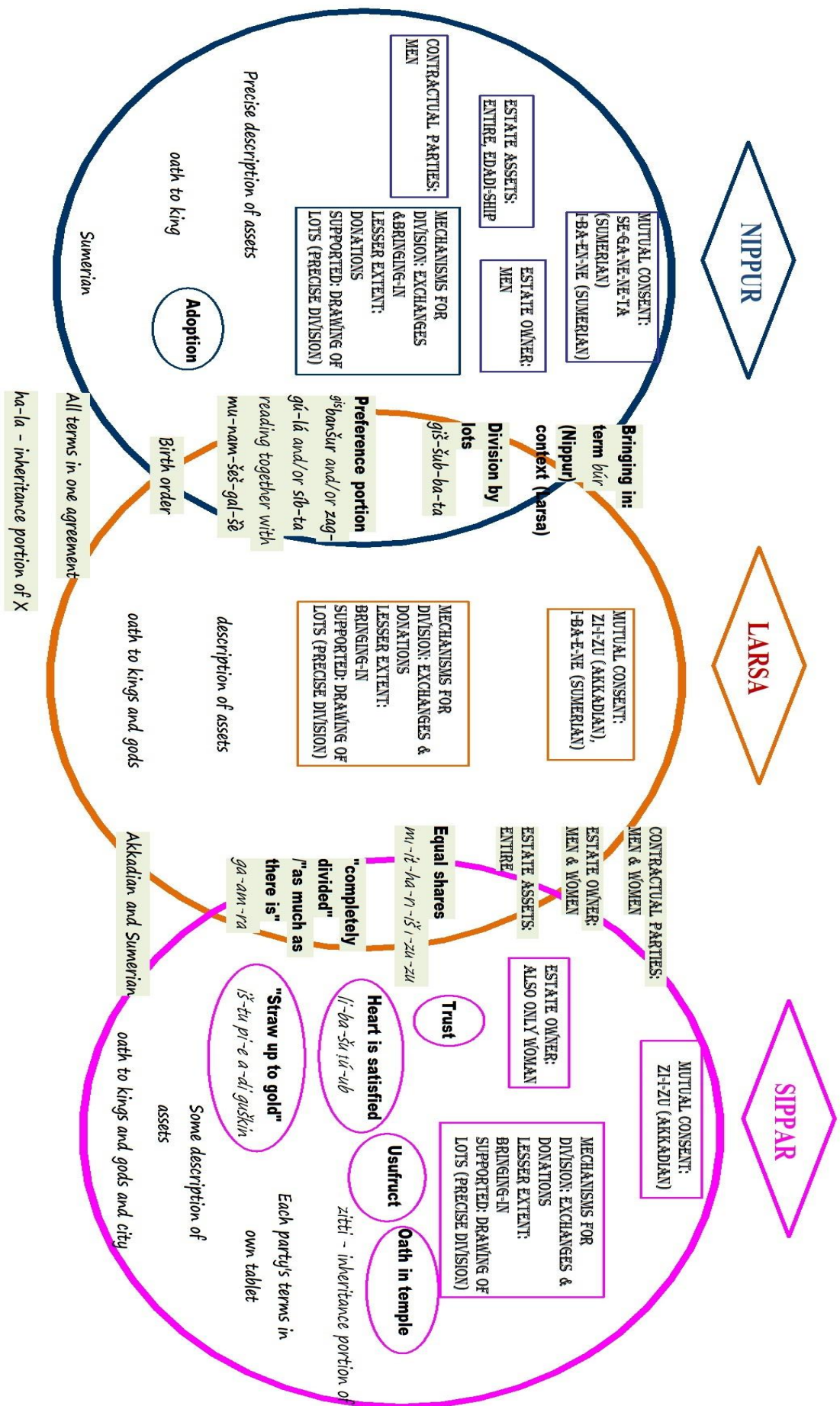


Figure 14 Schematic outline of all the elements: differences and similarities

Notwithstanding a few similarities between two cities, (i.e. Larsa and Nippur; Larsa and Sippar) there are a few differences between all three of the city-states.

With regard to the essential elements, in all of the division texts in the city-states, brothers were as a rule the contractual parties. In Nippur, on the one hand, women are not included in the agreements and in Sippar, on the other hand, women are included as contractual parties, with Larsa in-between. In Nippur brothers play a significant role: where a more complex division agreement arises in a few texts, due to the predeceased brother, the role of the extended family is expanded to include that of an uncle and nephews. However, these are the exceptions to the rule, even in Nippur.

Concerning the natural elements - the variety of options regarding legal practices used in Old Babylonian Larsa, Nippur and Sippar include the following:

- Mechanisms of the division: “bringing in”, Nat 2 (predominantly Nippur and Larsa).
- Practical procedure to manage a division: division by lots, Nat 3 (Nippur and Larsa)
- Symbolic expressions: “heart is satisfied” Nat 4 (Sippar), completely divided (Larsa and Sippar) and “from straw to gold” Nat 5 (Sippar).
- Formalities, implementation and enforcement of the agreement: no claim Nat 6, oath Nat 7 and witnesses Nat 12 (Nippur, Sippar and Larsa).
- Additional conditions and provisions: adoption Nat 1 (Nippur), preference portion Nat 8 (Nippur and Larsa), “equal shares” Nat 9 (Larsa and Sippar), trustee Nat 10 (Sippar) and usufruct Nat 11 (Sippar).

The contractual parties’ decision to conclude an agreement was influenced by family circumstances (for example, the preference rule and sister/priestess as contractual party), practical challenges due to agricultural and architectural elements, as well as economic use and personal preferences.

Regarding Sippar's management of division in one text, a "bringing in" is used, in another the division of lots, and in yet another text a trust is established; while in three texts the rights of daughters are looked after in the establishment of a usufruct. In the majority of the texts, exchange is used as a mechanism for division. The contractual parties assert in the contract that the division is finished and that "from straw to gold" everything is included; in one text, the division is carried out in equal shares. These options compensate for the lack of proper description of assets, as well as the practical mechanism and procedures used in Nippur. Thus, in Sippar, the contractual parties manage to use a wide range of different legal practices beyond those employed in Larsa and Nippur without the exercise of the preference share; the brothers in Sippar inherit in equal shares.

The symbolic expressions are unique to Sippar, where terminology such as "heart is satisfied" and "from straw to gold" are included in the agreement. There is no strict adherence to traditional practices. The sons can inherit equally; the daughters are sometimes included as beneficiaries and limited rights regarding the assets of the priestesses (sisters/contractual parties) are settled. The estate owner may be a father or a mother. The property is described only in sufficient detail to make the assets identifiable, and the extent of description differs in the texts. There is, however, apart from the general oath, yet another symbolic gesture in the legal act of concluding the agreement. In three texts, the ceremonial cleansing in the temple is included in the record; nonetheless, this is again not a general practice. It can be concluded that in Sippar, divisions were approached in a manner that would maintain harmony, and each agreement was considered on its own merits, while trying to manage to conclude an agreement that suited every contractual party's needs.

The Larsa texts reveal its traditions and philosophy of the implementation of a division agreement as falling in between those of Nippur and Sippar, with some predisposition to the side of Nippur. As in the case of Nippur, the texts in Larsa are practical and some traditional procedures occur. Here, a sister is a contractual party. As an estate owner, the woman is included in an agreement together with her husband, the father of the contractual parties who are her sons. No Larsa texts show the woman alone as the estate owner. The Larsa texts' descriptive assets reflect qualities of both Nippur and Sippar. They are more descriptive than those of Sippar, but do not replicate the same quality as Nippur.

The "bringing in" clause and the division of lots assist in a practical equal division and appear

in the Larsa texts, but to a lesser extent. Larsa has some similarities to Sippar with regard to the appearance of the symbolic expression “as much as there is”. Additionally, the symbolic expression as a Larsa term is the statement by contractual parties that the division is concluded in equal shares, emphasising the importance of fairness. In Larsa the divisions are less practically instituted than in Nippur, for in a fewer texts than Nippur, the division clause and “bringing in” clause were used. In Larsa, there is a tradition of the practical division of estates: however, this exists to a lesser extent than in Nippur. In Larsa to some extent symbolism occurs, such as appears in Sippar, although to a lesser extent, and this plays a performance role in the implementation of the legal and scribal traditions.

Concerning the scribal school practices, Nippur appears to have a strong Sumerian scribal school tradition. This illustrates the reason for the reputation of Nippur as “a town of academics, a Mesopotamian Oxford or Cambridge”, with snobbery due to the use of Sumerian as the predominant written language (Leick 2001:143). The recordings of the division agreements, neatly carried out by scribes and included in the documents, are primarily the names, status of the parties, their birth order, fine, lengthy descriptions of the assets, containing elaborate special legal terms, with the majority of texts evidencing the presence of sanctions, oath clauses, witnesses and seals.

Nippur’s management of division: Nippur devises through tradition certain legal practices which ensure that the division is exact and precise, through scribal traditions, trained scribes who precisely record agreed terms, reflecting thorough description of the property and its boundaries and reflecting the agreed terms. In the ten agreements, no usufruct or trust is found. No provision is made for a sister, regarding maintenance rights over communally-shared, inherited, immovable property. Through the means of the division, the contractual parties from Nippur in their tradition-practical mind-set, devised a division that serves as a clean-slate start (*tabula rasa*). The Nippur family members who were once co-owners, wished to discontinue sharing in co-ownership and now finally as contractual parties agreed to the division of the asset in meticulous portions, so that they can make a new beginning, as sole owners regarding their acquired portions. In Nippur, the aim of the manner of the division is being effective, meticulous and to devise a great degree of certainty for all the contractual parties concerned.

In Sippar, in contrast to Nippur, women are included in the agreements irrespective of

whether they are contractual parties, as regards an estate owner. Here, the special role of the priestess comes into play, and it seems that by utilising a usufruct, certain built-in precautionary mechanisms to protect the sister and give more obligation to the brother/s, were employed. There are also agreements where the estate owners are women: in such cases, all contractual parties are women and priestesses.

In Sippar also, contractual parties wish to enter in a division agreement, for as co-owners they do not want to share ownership any more. Unfortunately, although with certain property they have their own portions with other assets, yet again they agree not only to retain co-ownership, but also agree to manage it as a lifelong commitment, to the advantage of the designated person, usually their sister. By agreement, in such instance the obligors, usually brothers, contractually agree to provide their priestess sister with maintenance support. They subsequently have a heavy financial burden placed upon them in compliance with their contractual duty. This lifelong commitment ensures that these contractual parties must find a peaceful way of managing the property, or they can forfeit ownership, in which they probably invest some capital (from their own funds), to maintain it and to ensure good interest.

Larsa, however, uses the two opposite styles of Nippur and Sippar in each given text to the advantage of the contractual parties. In the ten chosen Larsa texts, no trust and usufruct, thus no lifelong commitment-terms were found. In Larsa, the contractual parties are less inclined to use lifelong commitments and statements in establishing future legal obligations. They do use the word “equal share” and say that the estate is “completely divided”, thus are less inclined than Nippur to use legal practices to divide the portions meticulously into exact portions.

As regards the terminology, in particular the term of mutual consent, Nippur’s terms are expressed in a Sumerian variant; Sippar’s is an Akkadian variant and Larsa interchangeably uses Sumerian and Akkadian.

Despite all the differences and similarities in the forty-six Babylonian division agreements from Larsa, Nippur and Sippar, the division agreement was a successful, enduring estate administration mechanism and tool that obviated the undesirable consequences of co-ownership of the bequeathed property.





## CHAPTER NINE

### FINAL SUMMARY AND CONCLUSIONS

#### 9.1 BACKGROUND

The family deceased division agreement emerged from lengthy family discussions. The result for the contractual parties was to avoid problems of co-ownership and to act as a solution to establish sole ownership. The agreement contains many particulars, intrinsic components and mechanisms for division, including a unique organisation of division process.

Although this agreement derived from different periods of ancient Mesopotamia, it is classified in a specific genre type, which is a family agreement, emerging from the deceased estate of a family member, where the family members mutually agree as contractual parties to certain agreed provisions.

In an introductory section, Part A - Aspects of Old Babylonian life - serves as background information.

The characteristics of Old Babylonian legal traditions were synoptically outlined in Chapter 2 in the introductory Part A, to serve as a background to the mechanisms and solutions of Old Babylonian family deceased division agreements. Cuneiform law's interpretations are mainly limited in cuneiform clay tablets. In addition, legal experience itself is a multi-dimensional phenomenon (Westbrook 2003:1). The practice of law reflects the way society analyses itself and projects its image to the world (Smith & Weisstub 1983:vii). Subsequently, Mesopotamian society can easily be misunderstood by the scholars of today. Roth (1998, 1987) advocated the re-examination of social categories. She opines that a person functions differently in society within certain expectations in their role and position, influenced by factors such as age, gender, economic and social class. However, Boecker (1980) stresses that caution must be taken in using present-day terms in ancient legal text terminologies.

Westbrook (2003:2) states that we only have a “series of snapshots” to assist us, then after negotiating the filters of discovery, preservation and decipherment, we have to make our interpretation with what we have (Bottéro 1992:21).

With this as background, the characteristics of Old Babylonian legal traditions were introduced. The characteristics are not a *numerus clausus* and the aim of identifying these characteristics is to give some insight into the dynamics and functions of Old Babylonian family deceased division agreements.

These characteristics consist of some overlapping and exert a mirror effect on each other. They include non-specialisation, religious impact, kingship and institutional enforcement, group or social orientation, the concrete nature of legal acts, *status quo*/static nature of legal traditions and openness.

Non-specialisation shows that a Mesopotamian contract was not perceived with abstract principles of the law contract, but rather it was identified with performance acts. Rules, traditions and institutions were not specialised.

The performance of legal traditions in society was connected with the religious impact on all performance acts in agreements and actions.

Kingship and institutional enforcement existed in the case of disputes and then, in order to enforce, decisions were made.

Social and group orientation ensured the maintenance of good relationships. Society was socially orientated and the emphasis was placed on the interest of the group (Frymer-Kensky 1981).

Legal traditions were performed and legal acts were of a concrete nature. The performance of legal traditions was through symbolism and multi-sensory communication (Hibbits 1992; Malul 1988; Kruger 1998).

Some scholars were of the opinion that the Old Babylonian legal traditions were of static nature (Westbrook 1994 & Renger 1977), while others do not agree with various different emphases on different aspects (Greengus 1994; Buss 1994; Levinson 1994; Lafont 1994; Matthews 1994 and Patrick 1994).

The openness characteristic indicates the public nature of the conclusion of the agreement -

for instance, the public nature of the oath and witnesses.

Further study of ancient Mesopotamian life, customs and law will bring more insight regarding the characteristics of Old Babylonian legal traditions.

As part of the introductory chapters, Chapter 3 referred to Old Babylonian city life and landscape elements, with their possible influence on practical consequences for division agreements. Agricultural and architectural factors and elements, together with each unique situation in a family, obliged contractual parties to foresee and overcome practical problems in altering co-ownership to sole ownership.

Practical implications of family deceased division agreements were outlined to explain these challenges and to show that the agreement necessitated good co-operation and mindfulness of all the beneficiaries. An ingenious construction of the division of complex estate assets was managed and the reality was that the contractual parties had to conclude an agreement which was not only agreeable but also profitable for all parties concerned.

Six case studies illustrated the ways of solving practical and theoretical problems. In one case study, a Nippur division agreement was discussed by Stone & Stone (1981) and Stone (1987) where four brothers agreed to a division agreement regarding communally-shared property derived from their deceased father's estate. As in the case with other division agreements, some rebuilding of the common property would have taken place. The building and rebuilding of residential structures, although elementary, can only be obtained by readily-available, suitable building material such as the mud deposits from the Euphrates and the Tigris.

Some good cooperation was needed between the contractual parties. In text N1, outlines were drawn to assist the reading of a bigger picture perspective of the apportionment of the communally-shared fields and house of all three brothers. Here we noted how this communally-shared property received as an inheritance from their father's estate needed to be divided into economically-viable pieces. Not only did the parties have to agree using different solutions of donation, exchange and "bringing in", but they also first made an apportionment, because of a Nippur legal tradition practice, to allocate a certain percentage to the eldest as his firstborn share. Then the contractual parties consensually agreed to plot out

the fields, gardens and house in separate sections. Equally, good knowledge of the potential of the fields was needed for, after the division, each of these brothers needed to make his own capital investment in order to receive good returns, get the capital back and make a good living. The brothers had to know the type of soil and type of farming and organisation needed in each piece of allotted land, regarding its economic viability. Ground formations and geographical structures make a field and garden in certain areas of poorer or of lesser value. In addition, especially in Nippur, the legal practice of casting lots necessitated the parties to allot the land in pieces and afterwards cast lots from which each contractual party could receive any allotted part. The practice ensured that during the plotting out of the communally-shared property into pieces, they would make sure that every piece was economically viable.

In a Larsa division agreement L2, the two brothers agreed to the division of a built house, some wood and an orchard, using the same factors just mentioned. The two brothers divided the estate into exact portions, showing good cooperation among contractual parties who mutually agreed to a division, whereas as co-owners they could not manage to agree regarding the communally-shared property.

The same instance occurred in Sippar in texts S11, S12 and S13 where three clay tablets representing each brother's share derived from only one orally-agreed division agreement. Here the contractual parties through barter and practical reasoning changed co-ownership to sole ownership.

In Chapter 4 of Part A, the significance of recorded Old Babylonian division agreements in the scribal school traditions of the said city-states was outlined. In an Old Babylonian agreement, a scribe influenced by his or her scribal school tradition captures only certain terms and details of the agreements on clay tablets. Babylonian society is a marginalised literary society. Written documents did not have the same value as today. Furthermore, every act was performed in a multi-sensory communication act, strengthening not only the message to be remembered, but binding the contractual parties in a performance act using all of the senses, symbolic gestures and expressions to transfer information and acts in a performance. Within the multi-sensory, symbolic communications and recitations of ritualised formulas, a dramatic meaning and performance of legal acts was retained.

Interpretation of a division agreement is limited, for it is only a concise recording of what was orally concluded; and reflected the insight, frame of mind, methodology and choice of the scribe. The scribe, of his own choosing, inscribes terms in a recording of a concluded oral transaction and by deduction, mirrors the different scribal school practices in the three city-states.

In the study of the scribal school practices, traditionally the focus fell on well-known accounts of the Sumerian school, named the **edubba**, wherein scholars such as Kramer (1951), Falkenstein (1953) and Sjöberg (1976) focus on the Sumerian literary compositions, studying the lexicon, grammatical texts and school life.

Later, other approaches emerged where scholars such as Tinney (1998; 1999); Veldhuis (1997; 1997-1998; 2000); Delnero (2010) and Gesche (2000) study the “physical characteristics and other formal features”. Here we can note the difference in types of texts from an elementary phase to a more advanced phase, of which the drafting of a division agreement is part of the curriculum in a scribe’s education.

The third approach is a focus on archaeological evidence by scholars such as Robson (2001); Charpin (1986); Brusasco (1999-2000) and George (2003), reflecting on evidence that the Old Babylonian scribal schools were not present-day universities, but private scribal schools in which only a few scribes received their training at any given time. Although these were smaller schools, being a trained scribe made such a person part of an élite and earned respect from his/her society. In these scribal schools, the scribes were trained to painstakingly copy and recopy information, preserving some information for the contractual parties concerned and safeguarding information which today might assist us in some way to learn more about the life and legal practices of Old Babylonian Sippar, Larsa and Nippur (as well as other city-states). Nevertheless, one must bear in mind the problems with interpretations and written significance of the recording of an oral agreement’s terms by a scribe.

In Part B, the core section offered some reflections on the complex legal notion of a family deceased division agreement from a deceased estate.

Firstly, in Chapter 5, special attention is accorded to a methodology-design for the study of forty-six division agreements from Old Babylonian Larsa, Nippur and Sippar. In the study of

legal textual sources in the ancient Near East, different methodologies and different approaches are developed.

In a jurisprudential content analysis of these recorded Old Babylonian division agreements, an analysis-model approach of different categories of essential, natural and incidental elements was undertaken. Specific legal traditions and the choices of contractual parties in a city-state, reflect unique legal practices and scribal traditions in the given city-states. An analysis-model was designed to simplify and overcome problems, with the aim of identifying the categories and sub-categories of certain prerequisite requirements, legal practices and scribal school practices, as well as the intrinsic details of the agreement.

This was done also to prevent getting lost in the details thereof in similar agreements such as *quasi*-division, adoption, living estate owner division and dissolution of partnerships, which display different unique purposes and various mechanisms and outcomes. This necessitates the identification of the complex details of the family deceased division agreement. All of these types of division agreements have one specific term present: namely, that the contractual parties mutually agree to the terms of the agreement, with specific terms, namely the Akkadian *i-zu-zu* and Sumerian term **ba** and **se-ga-ne-ne-ta**. Another identified similarity is that the contractual parties with each division agreement have at least one similar aim in mind: namely, the dissolution of co-ownership. By contrast, the division agreement has three potential legal notions as mechanisms for dissolution of ownership: namely, a sale, donation and exchange. This agreement is furthermore *per se* different from a stand-alone sale, donation and exchange agreement. Thus, the analysis-model used to delineate these agreements from deceased family estate agreements, by identifying which elements exist only in a family deceased division agreement and in the *quasi*-adoption agreements, dissolution of a partnership and living estate division agreement.

In order to compare the intrinsic details of *prima facie* family deceased division agreements through a content analysis, a specific methodological approach needed to be chosen and/or devised. Malul's (1990) one methodology approach is the typological comparison. For purposes of this thesis, the typological comparison is important and this comparison applied to societies that were geographically and chronologically distant, lacking historical connection (Malul 1990:14). Its aim is a study of the different forms of society, to create a theoretical model for the study of a universal, human, social phenomenon (Malul 1990:15).

In Chapter 6 of Part B, there follows an exposition of certain terms present in the texts. The recorded evidence of contractual terms indicates that each term reflects a specific meaning for the contractual parties. The denotation of the word can direct the reader to the possible meaning of the word. However, the context should be kept in mind to establish the type of agreement in terms of what and how the contractual parties devise the provisions of the contract, by studying each provision on its own and then reading all the provisions together as a holistic text.

With the identification of essential elements that constitute the basic requirements for an agreement to be a family deceased division agreement, a few terms were identified. They are the mutual agreement clause, inheritance clause and beneficiary clause. The mutual agreement clause includes the terms **ba** (divide or to share allot), **še-ga-ne-ne-ta** (to agree, be in agreement), and *i-zu-zu* (*zâzu(m)* *zâzu* (to divide)) It is used together with **geš-šub-ba-ta** (casting of lots), **ibila** (beneficiaries) and **ha-la** (inheritance share).

In terms of the inheritance clause, the Sumerian term **hal-ha** and the Akkadian term *zittu(m)* are outlined and translated as “inheritance share”. With respect to the beneficiary clause, the term **ibila**, meaning beneficiary or heir, is explained.

Some regular natural elements occur respectively in the three city-states, namely:

- “bringing in” (Nat 2): **búr** clause - give in balance to X;
- “division by lots” of “casting of lots” (Nat 3): <sup>gis</sup>**šub-ba-ta** and *isqu*
- “as much as there is” (Nat 5): *gamāru*, *ištu*, *gál-àm*, *gamāru* – also means completeness, all of the assets; and the term “from straw up to gold”.
- “no claim” (Nat 6): **inim nu-um-gá-gá-a** - shall not raise any claims (speak a word) and **šeš-a-ne-ne ba-ani-ib-ge<sub>4</sub>-ge<sub>4</sub>-ne** - brother against brother will not claim against one another.
- an oath (Nat 7): **pàd** - to name (in the name of X).
- preference portion (Nat 8): <sup>gis</sup>**banšur** and/or **zaggulá** and/or **sīb-ta** are reading together with **mu-nam-šeš-gal-šè** - (ceremonial) table, a cultic table: privilege/firstborn-share; eldest brother
- “equal shares” (Nat 9): *mi-it-ha-ri-iš* - enumerated to the same extent or degree.



- witnesses (Nat 12): **igi** or *maḥar* - means literally face (before).

In irregular natural elements, only certain terms were accentuated, such as only one legal practice to be found in a family deceased division agreement of Nippur, namely the adoption/support clause (Nat 1). In Sippar, the following legal practices are identified: namely, a “heart is satisfied” clause (Nat 4), a trust clause (Nat 10) and a usufruct clause (Nat 11).

Each term’s meaning, in the context of the text, laid bare the responsibility of the scribe. The scribe took due care in his or her articulation of the agreed-upon terms and responsibilities of the contractual parties, onto a clay tablet. For this, the scribe would carefully choose his/her words under the influence of his/her scribal school tradition. One must bear in mind that this kind of agreement, as shown with the different legal practices such as a trust, usufruct, preferential share and “bringing in”, can have lifelong consequences for the contractual parties concerned, regarding their rights and obligations towards one another and other parties as per the agreed terms of the agreement.

By means of this approach in Chapter 7, the agreements in each city-state were discussed and compared. It is established that all forty-six agreements are family division agreements from a deceased estate and that there are certain legal practices and scribal school traditions that are predominantly part of each city-state, with some discrepancies.

In addition to this comparison, a geographical comparison of city-state vs. city-state followed in Chapter 8. Each city-state has a different philosophical outlook and means of division; as well as scribal school practices, in completing a family deceased division agreement there is a variety of similarities and differences. In Larsa, contractual parties and scribes have a “practical-idealistic” outlook, Nippur were “traditionalists” and Sippar act as “innovators” regarding their philosophical outlook, management of division and scribal school traditions. Larsa demonstrates something of both of the Sippar and Nippur’s main traditions and philosophies in the conclusion and recording of a family deceased division agreement. Sippar and Nippur resemble each other less in this regard.

Some of the main findings from Chapters 7 and 8 are now abridged in the “main findings” of this chapter.

## 9.2 MAIN FINDINGS

### **9.2.1 Comparisons of different elements of the said agreements in each of the city-states of Larsa, Nippur & Sippar**

#### *9.2.1.1 Introduction*

Forty-six family deceased division agreements are identified and chosen from Old Babylonian Larsa, Sippar and Nippur. These agreements are compared in a jurisprudence content analysis, using a typological design methodology, known as an analysis-model.

Each particular agreement is systematically categorised, outlined and studied within a framework of prerequisite essential elements, together with two other categories of elements: namely, natural and incidental elements. The differences and similarities between the agreements studied in this framework of categories and sub-categories in a city-state are compared. The conclusions based on the three types of elements are as follows:

#### *9.2.1.2 Summary of essential elements*

All of the essential elements are present in the texts. There are specific terms or words reflecting these elements and, in some instances, conclusions are drawn from the context in the texts.

In most of the texts, brothers are the contractual parties. In a few instances in Sippar and Larsa, sisters are. In the majority of the Sippar texts, where sisters are recorded as contractual parties, they were also priestesses and in each text are shown to have a unique relationship with her/their brothers and/or sisters. In Nippur, no sisters are recorded as contractual parties, although in one exception a daughter is recorded as such.

In the Sippar, Larsa and Nippur texts, other members of the family, such as the nephew of an uncle, are contractual parties; however, these instances occur only in exceptional cases.

The father is usually the recorded estate owner. In exceptional cases, other family members are the estate owners, with the majority of alternative estate owners in Sippar and Larsa being the mother. In Nippur, a mother, as a rule, is not recorded as a deceased owner. In Larsa, the records refer mostly to divisions of fathers' estates but in two texts both parents' estates are

involved; there are no texts in Larsa where only a woman's (the mother's) estate is divided. In Sippar, only three texts record a division of the mother's estate and in only two texts the mother's and father's estates together. In three texts, the mother is the only owner; although in such instances the agreement is concluded between women (daughters of the deceased) who are all priestesses and sisters to each other.

In Nippur, two different types of estate divisions with an estate owner occur. The first is straightforward where the father is the estate owner. The other is more complex, showing records of divisions of the estates of both the father and/or his brother (uncle).

In Larsa and Nippur, vast estates and varieties of assets are included in the divisions. In Nippur particularly, the scribes use elaborate description of the assets, making it easier to conclude that all the valuable estates, including the entirety of the communally-inherited assets, were divided between beneficiaries. In Nippur, **edadi**-ships are an important inclusion. In Sippar, although the references to the assets are elementary, there are terms such as "from straw to gold" and "as much as there is" in some of the texts, indicating that the communally-shared inheritance was divided.

The consensual agreements by the contractual parties in each city-state reflect the predominant terms used there: Larsa made use of the Akkadian and Sumerian variants *zi-i-zu* and **i-ba-e-ne**; in Nippur a Sumerian variant, **še-ga-ne-ne ta**, appears and in Sippar, an Akkadian variant, *i-zu-uz-zu*, can be found.

The mechanisms for a division are mainly those of exchange although, depending on the preferred legal traditions, there is support of other legal practices to assist in the given practice. For instance, in Nippur the emphasis frequently focuses on a specific division of portions, with the additional option to make use of the predominant preference rule of that city-state. This reflects a practical need for the overall use of the "bringing in" clause and division by lots to manage a division equally.

Larsa's estate divisions are less precise and are predominantly managed by an exchange of assets, with the said exchange being supported by a small minority of actions relating to "bringing in" and casting of lots. There is an emphasis in the texts that the division took place with equal shares as a means of compensating for this lack of precision. Thus, with regard to

its philosophy and way of estate division, Larsa can be said to be more in line with Nippur. Sippar adopts a more elementary approach to estate division, using the mechanism of exchange: in only one text is the “bringing in” clause recorded, while in one other the casting of lots is used. In Sippar, exchange is used together with a wider range of legal practices. These are more focused on making sure that harmony was established between the beneficiaries, the nature of a few of the practices being shown as symbolic. The symbolic acts and terms assist in the analysis of the type of assets used and rights assigned to the new owners in the division, as well as the formalities of the conclusion of the contract. Examples of these are expressions such as, “their heart is satisfied”, “from straw up to gold” and “as much as there is”. Additionally, the no claim clause, the special oath ceremony and the witness clause, as well as two anomalies - namely, the use of a usufruct in three texts and the implementation of a trust - are used.

In Nippur, Larsa and in Sippar, donation is used as a supplementary mechanism for the division of the assets and/or awarded portions; it is readily noticeable when a precise division of assets and/or portions thereof do not occur. Donation is then used to assist in the final winding-up of the estate.

#### *9.2.1.3 Summary of natural elements*

In the legal practices reflecting a category of twelve elements, these practices are options for the contractual parties in Old Babylonian Larsa, Nippur and Sippar to choose. The legal practices serve as mechanisms, procedures, formalities, implementation and enforcement, as well as conditions and provisions of the division agreement. A summary follows:

The adoption/support clause (Nat 1) occurs only in one Nippur text.

The “bringing in” clause (Nat 2) is present in the majority of the Nippur texts, in some of those from Larsa and in one Sippar text.

The “division by lots” clause (Nat 3) is a general practice in Nippur, appearing sometimes in the Larsa texts, with only one occurrence in the Sippar texts.

In Nippur, the preference portion (Nat 8) is a normal occurrence in the majority of the texts,

with one occurrence in the Larsa texts, but does not appear in those of Sippar.

The phrase, “as much as there is” (Nat 5), occurs only in six of the ten Larsa texts and in the majority of the Sippar texts where it occurs alone or together with another symbolic expression, “from straw to gold”.

The equal shares (Nat 9) occur in Larsa in only a few texts, with one occurrence in Sippar and none in Nippur.

The no claim (Nat 6) clause is a general one, which occurs in ninety percent of the Larsa texts, fifty percent of those in Nippur and in the majority of the Sippar texts.

The “heart is satisfied” (Nat 4), trust (Nat 10), usufruct (Nat 11) and oath in the temple (Nat 7) clauses only occur in Sippar, although the general oath is present in the majority of all the texts in the three city-states.

In Sippar with the usufruct and trustee, there is a variation from the normal *raison d'être* for a division agreement which entails the dissolution of ownership. In such cases in a division agreement, only certain communally-held property was changed into sole ownership, while with other assets the contractual parties agreed to retain co-owners, and to manage a lifelong commitment to the advantage of a designated person, usually their sister. By agreement, the obligors, usually brothers, contractually agreed to provide their priestess sister with maintenance support. They subsequently had a heavy financial burden placed upon them in the compliance with their contractual duty. This lifelong commitment ensured that the contractual parties had to find a peaceful way of managing the property or they could forfeit ownership in which they had probably invested some capital (from their own funds) to maintain it and to ensure good interest.

Nippur devises through tradition certain legal practices that ensure that the division is exact and precise, through scribal traditions and trained scribes who precisely record agreed terms reflecting a thorough description of the property and its boundaries, as well as reflecting the agreed terms. In the ten agreements, no usufruct or trust is found. No provision is made for a sister regarding maintenance rights over communally-inherited immovable property. Through the means of the division, the contractual parties from Nippur in their tradition-practical

mind-set devised a division that served as a clean-slate start (*tabula rasa*).

Larsa, however, used the two opposite styles of Nippur and Sippar in each given text to the advantage of the contractual parties. In the ten chosen Larsa texts, no trust or usufruct, thus no lifelong commitment-terms, were found. They do use the word “equal share” and say that the estate is “completely divided”, thus are less inclined than Nippur to use traditional legal practices to divide the portions meticulously into exact portions.

The concept of witnesses (Nat 12) is recorded in almost all of the texts: if not reflected, it is sometimes omitted for unknown reasons by the scribe. Alternatively, it is possible that the tablet is damaged. It is thus a normal practice in Old Babylonian division agreements that witnesses are present at the conclusion of the terms and conditions of the text to render testimony and assistance in possible disputes. The terminology describing the witnesses employs both Akkadian and Sumerian variants with the same meaning, in which it is indicated that these witnesses appear in front of the contractual parties. They are actually seen by the contractual parties and it is concluded that they are therefore present during the proceedings at the conclusion of the agreements.

#### *9.2.1.4 Summary of incidental elements*

In the analysis of the forty-six deceased family division agreements from Old Babylonian Larsa, Nippur and Sippar, the incidental elements are categorised into two main groups: namely, written formalities and qualities of the texts, which reflect scribal school traditions. The comparisons are summarised as follows:

Written formalities of division agreements:

In the Nippur, Larsa and Sippar texts, the names of the contractual parties are shown with some names being Sumerian, Akkadian and, in Nippur, even Semitic.

The scribe’s choice to include the birth ranking order normally occurs in texts where the **gišbanšur zaggulá** clause is present. In Nippur, the preference share is the dominant clause by which birth ranking order is indicated or implied. In Sippar, no birth ranking is indicated; in Larsa, it is an uncommon term, found in only one text indicated by the preference share.

In Sippar, the description of the property is limited to that information necessary for identification of the assets only. In Larsa, the property was discussed thoroughly and in detail, with an only a few texts containing less detail. In Nippur, however, the scribes demonstrate a careful description of the assets.

In the three city-states, there are definite scribal traditions regarding the oath procedure. It is an open question, nevertheless, as to what extent the contractual parties play a role in the choice of the god or king or even in reference to the mentioning of the city Sippar themselves. For instance, in Nippur, the parties only swore oaths in the name of the king. In Sippar, the oath clauses pertained only to certain gods and the reigning king or only to the gods and/or the city. In Larsa, the contractual parties swore oaths to different gods and the reigning king.

The witness clause is a general clause in a division agreement and scribal tradition reflecting the name, status and professions of the witnesses, together with the mention of the name of the scribe, seal engraver, merchant, law commissioner, soldier, overseer, priest, priestess, surveyor and the builder. In Larsa, the name of the witness and his status (son of X), the scribe's name and profession (**dub-sar**) and the professions of a merchant, surveyor and a builder are mentioned. These are the only professions named in the witness clause. In Nippur, there are witnesses whose status is mentioned along with that of the **dub-sar**, a scribe and **bur-gal**, a seal engraver, which include a priest, soldier and overseer. In Sippar, names of witnesses without status, the name of the scribe (*tupšarrum*), names of witnesses with status (son (**dumu**) of X) only, names of witnesses with status (son (**dumu**) of X) along with a scribe (**dub-sar**) and witnesses with their names and status (son **mâr** of X) and daughter are referred to. Also professions such as priestess (**lukur**) and law commissioner are mentioned in the Sippar texts, as witnesses.

The qualities of the texts are discussed in the previous chapters and the discussion gives some insight into the different scribal school traditions of the city-states.

### 9.2.2 Final Findings

It is evident that with regard to the essential, natural and incidental elements, the cities of Nippur and Sippar follow some instances of different scribal traditions and that they differ in their general philosophical outlook, as well as exhibiting differences regarding their choice of

the application of legal practices in the conclusion of an agreement of the type studied. Larsa has some commonalities with regard to Nippur and Sippar's main traditions and philosophy in the conclusion and recording of such an agreement. Overall, Larsa and Nippur demonstrate more similarities, whereas Nippur and Sippar have less in common.

Larsa were "practical-idealists", Nippur "traditionalists" and Sippar act as "innovators". The schematic outline (*infra*) illustrates the differences and similarities of the details characteristic of these agreements in each city-state.

The following common characteristics occur in all three of the city-states, namely:

- Essential elements: all of the elements to qualify the agreement as a family division agreement from a deceased estate
- Natural elements (legal practices) representing the formalities, implementation and enforcement of the agreement:
  - No claim clause
  - Witnesses clause
  - Oath clause
- Incidental elements (scribal school practices)
  - Name of the contractual parties and mostly relationship to each other
  - Date formula
  - Seal impressions



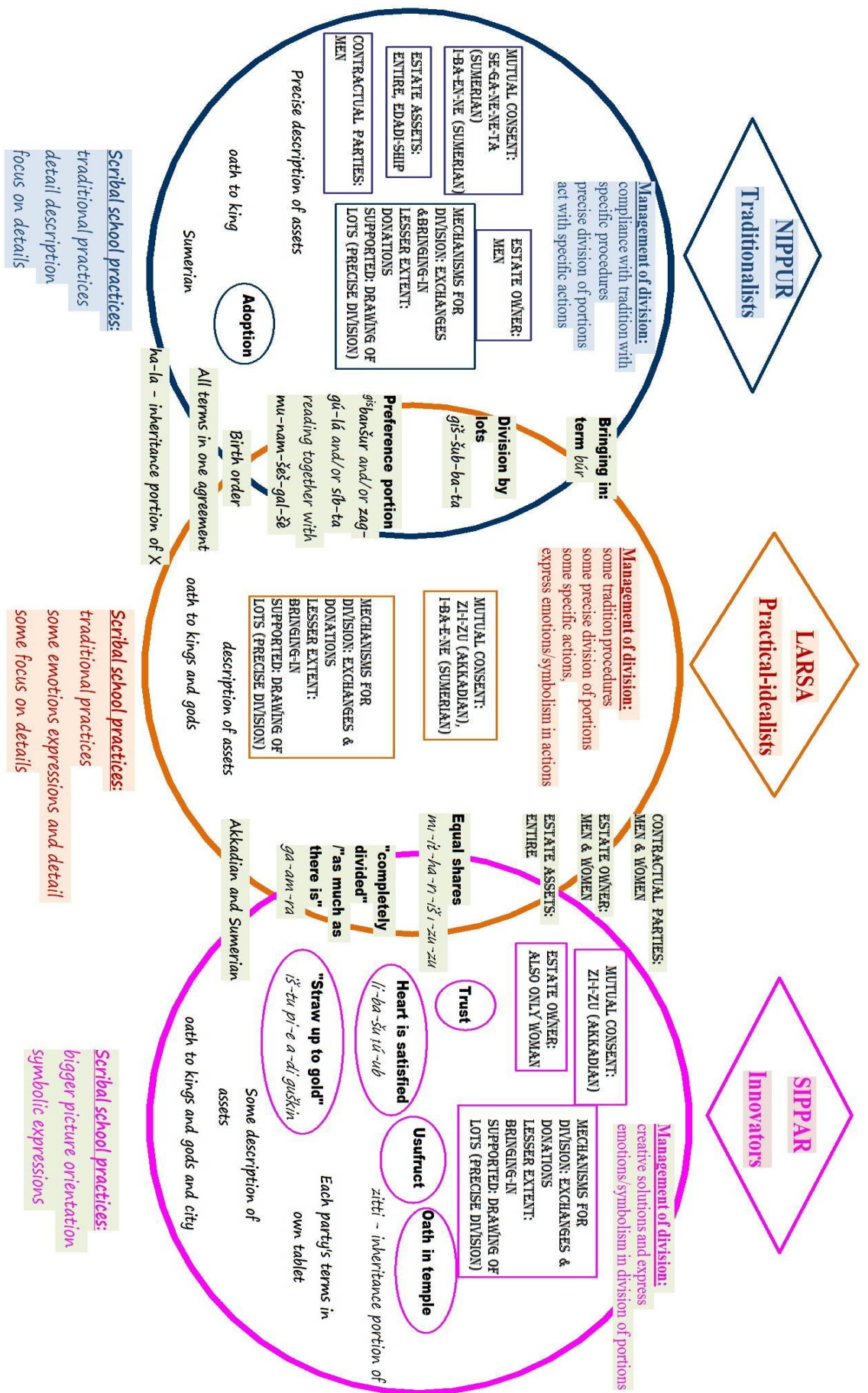


Figure 15 Schematic outline reflecting similarities and differences in accordance with the analysis-model

Notwithstanding a few similarities between two cities, (i.e. Larsa and Nippur; Larsa and Sippar) there are a few differences between all three of the city-states.

Nippur's strictly practical tradition is reflected in its legal practices and scribal traditions. In the given agreements, they do not rely on statements of equal portions (predominantly existent in Larsa) nor on symbolic expressions (which occur in Larsa and Sippar). They rely predominantly on the implementation of practical traditional mechanisms and procedures.

The implementation of the Nippur division agreement is practical and thorough, not only in the recording of the agreements, but also in their winding-up. This mind-set is already demonstrated in the practical problem-solving approach to complications encountered in the segmentation of portions and final division. In the Nippur texts, practical procedures are used, such as the casting of lots and the "bringing in" mechanism to make sure there is an equalisation of values. The preference share is predominantly made use of in the Nippur texts, reflecting a specific Nippur tradition.

With regard to the essential elements, in the identification of essential elements of such an agreement, it is evident from the division texts in each of the city-states that, as a rule, brothers generally act as contractual parties. In Nippur, the role of the brothers is significant: with more complex division agreements, the role of the extended family is also included with reference to uncle and nephews. These are, however, the exceptions to the rule.

In Sippar, in some instances women are included as contractual parties and to a lesser extent in Larsa. In Sippar, women are named as estate owners and in Larsa they are portrayed as estate owners in conjunction with their husbands, not as individual estate owners.

As regards terminology, in particular the term indicating mutual consent, Nippur uses a Sumerian variant, Sippar, an Akkadian and Larsa uses both Sumerian and Akkadian variants of terminology.

When examining the natural and incidental elements, Nippur has a strong Sumerian scribal school tradition, which explains its reputation for snobbery (Leick 2001:143). The recordings of the division agreements are neatly carried out by scribes. Included in the document are the names, status of the parties, their birth order, good lengthy descriptions of the assets, and

special legal terms are elaborated, with a majority of the texts indicating the presence of sanctions, oath clauses, witnesses and seals.

Sippar, on the other hand, focuses less on details and more on relationships between the beneficiaries and the establishment of harmony, with the emphasis on symbolic expressions in the texts. There is a wider range of options used in Sippar, with agreements having variations to accommodate special circumstances and the protection of rights. The parties can decide what terms and conditions to use in accordance with their circumstances. In one text a “bringing in” is used, in another the division of lots, in yet another a trust is established and in three texts the rights of daughters are looked after in the establishment of usufructs. In the majority of the texts, exchange is used as a mechanism for division. The contractual parties only state in the contract that the division is finished: “from straw to gold” everything is included. In one text, the division is carried out using equal shares. These mechanisms and expressions compensate for the lack of detailed description of the assets, the practical mechanisms and procedures as used in Nippur. In Sippar, the contractual parties utilise a wider range of different legal practices, more than are used in Nippur and Larsa. The only inclusion in Larsa and Nippur, which is not included in Sippar, is the preference share, which is made use of particularly in Nippur. In Sippar, the tradition seems to be that the brothers inherit in equal shares. In contrast with Nippur, however, the texts indicate that the sisters from Sippar acquire rights in property.

In Sippar, women have a special place in the agreements, are allowed to be contractual parties, and in one recorded instance, an estate owner. The priestesses are included in the majority of the texts involving female beneficiaries. In some texts, a priestess is also a contractual party, a usufruct is agreed upon where some built-in precautionary mechanisms are established to protect her, and additional obligations are given to her brother/s to look after her. There are also agreements where the estate owners are women: in such cases, all beneficiary contractual parties are women and priestesses. The estate owners may be either a father or a mother.

The symbolic expressions are unique to Sippar, making use of expressions such as “the heart that is satisfied” and “from straw to gold” in the agreement. Unlike Nippur, in Sippar there is no strict adherence to traditional practices.

Property in the Sippar texts is described only to the degree needed to make the assets identifiable; the extent of the descriptions differs in the texts. Apart from the general oath, another symbolic gesture is noted as part of concluding the agreement: in three texts, the ceremonial cleansing in the temple is included; nevertheless, this is not regarded as a general practice. It again seems to point to the Sippar ethos of maintaining harmony while looking at each agreement on its own merits.

The Larsa texts, in similar vein to the Nippur texts, point to those city-states' predisposition to practicality, although Larsa exhibits this tendency to a lesser extent, devising a more precise and equal division of portions. As in the Sippar texts, the sisters are included as a contractual party and the woman is included as an estate owner in an agreement, together with her husband, the father of the contractual parties who are her sons. There are no Larsa texts which portray the woman as solely an estate owner.

In the Larsa texts, the quality of asset description can be placed somewhere between those of Nippur and Sippar. They are more descriptive than those of Sippar, while less so than those of Nippur.

The "bringing in" clause and the division of lots to assist in a practical equal division exist in the Larsa texts, although to a lesser extent than in those of Nippur.

Similarities in the Larsa and Sippar texts regarding the symbolic expression of "as much as there is" have been found. Additionally, a symbolic expression, predominantly a Larsa term, is the statement by contractual parties that the division is concluded in equal shares, emphasising the importance of fairness in that city-state. On the other hand, there are fewer Larsa texts using the division and "bringing in" clauses than are found in the Nippur texts.

While the tradition of a practical approach to the division of estates is found in the Larsa texts, it exists to a lesser extent than is indicated in the Nippur texts. Symbolism plays a role in the implementation of the legal and scribal traditions in Sippar, and in Larsa, but once again, it does so to a lesser extent in Larsa than in Sippar.

In terms of the comparison of differences and similarities in these agreements, it can be said that the division agreement was used as a successful, timeless estate administration

mechanism and tool, obviating undesirable consequences of co-ownership of bequeathed property.

### 9.3 SUMMARY OF CONTRIBUTIONS

#### 9.3.1 Different perspectives of division agreements in Larsa, Sippar and Nippur

The details of the Larsa texts (L1-L10), Nippur texts (N1-N10) and Sippar texts (S1-26), as reflected in Parts B and C, are outlined using the concepts of essential, natural and incidental elements by means of specific terms and clauses; they illustrate different perspectives regarding their legal practices and scribal school traditions.

#### 9.3.2 Development of analysis-model

The family deceased division agreement is a complex legal notion, with the aim and purpose of the methodology being to simplify the study of its content analysis. An example using the concept of a house was developed to assist in explaining the different categorisation of elements.

The analysis-model described can be used for analysing other ancient Babylonian agreements such as sale and adoption agreements; as well as other types of division agreements. This model serves to identify and outline what elements are to be classified in different groups within the overall framework of certain essential requirements and elements being present to qualify as a particular agreement. Within this framework, other aspects of a legal notion can be systematically grouped, such as the identification of the elements and terms chosen by the contractual parties and which are governed by legal traditions and may display a specific scribal tradition and scribal writing style.

#### 9.3.3 Analysis-model

An illustrative example is given to explain the methodology. The concept of a house is used to describe the family division agreement which needed essential building materials (essential elements) to qualify as a house. These elements are present in an oral agreement and are reflected in the recorded agreement. When the basic building materials (essential elements) are all present, the “house” or agreement is identified.

Not every house nor, in this instance, every division agreement is the same. The structure of the “house” or agreement may differ in accordance with different legal practices and preferences of contractual parties regarding the agreed terms and conditions. For instance, the house can have a patio, or be a double storey or have a garage attached to it. These are known as the “natural elements”, which refer to the legal practices, which govern an agreement by virtue of the choice of the contractual parties and/or city-state.

Finally, in the recording of an oral agreement by a scribe, the agreement is “decorated” as the interior and exterior of a house might be: this process is called the “incidental elements”. The decorations may, for instance, include the choice of type of windows and the colour of the paint. In a family deceased division agreement, the scribe, in accordance with the particular scribal tradition in a given city (and possibly, time), would use different techniques and styles (“decorations”) to capture the oral agreement on a clay tablet.

#### **9.3.4 Motivation for analysis-model**

In analysing and studying such agreements, an analysis-model has been developed, the motivation for which is as follows:

The division agreement is a complex legal notion and potentially, if chosen by beneficiaries in one agreement, at least one or some of all three legal constructs can occur: namely, a sale, exchange and donation. These differing constructs reflect the uniqueness of the solutions of each agreement and to a certain extent serve as an indicator of the specific legal practices of a certain city-state and special circumstances of each family involved.

The “basic requirements” of the family deceased division agreement are identified to differentiate them from other types of agreements. There are, for instance, similar agreements such as a *quasi*-division agreement in an adoption agreement (*quasi*-adoption agreement), a living estate owner’s division agreement between his future beneficiaries and the dissolution of a partnership in Old Babylonia, which, *prima facie*, is similar. A methodology is used to delineate these agreements from other deceased family estate agreements by identifying which elements exist only in a division agreement.

### **9.3.5 Evolutionary stages in practice in the development process of a division agreement**

A practical example is given of the aspects of the evolutionary process of the said agreement. This is done as a description of stages. The motivation for this is to avoid the use of too much jargon - namely, co-beneficiaries, co-owners and contractual parties - with the resulting possibility of confusing the reader. Apart from the practical motivation, a technical explanation is given of the evolutionary process from the receiving of inheritance to the conclusion of the family deceased division agreement in the different stages.

The division agreement can be categorised into three stages: from the receiving of the inheritance by co-beneficiaries until the conclusion of a family deceased division agreement between the contractual parties.

The first stage deals with the estate bequests made to beneficiaries within a kinship group, in which more than one beneficiary receives an inheritance in equal undivided shares, from one or more asset/s of a deceased estate. In this way, the beneficiary becomes a co-beneficiary in undivided shares of the bequeathed property in proportion to his or her share.

In the second stage, the co-beneficiaries become co-owners and as “partners”, they manage, enjoy and use co-ownership of the property.

The third stage starts when, owing to possible struggles or unease regarding the sharing of the communally-shared assets, the co-owners subsequently decide to divide some or all of the originally-received inherited assets. Co-ownership then becomes sole-ownership, regarding some or all of the communally-shared assets. To achieve this, the contractual parties must consensually agree to divide the communally-held property.

### **9.3.6 Practical problems encountered by contractual parties in the conclusion of a agreement**

The practical realities encountered by contractual parties in devising such an agreement are explained, as well as the importance for beneficiaries to develop co-operation within a family discussion and use practical reasoning to facilitate the change of co-ownership to sole ownership regarding some or all of the communally-held inherited assets. Such an agreement

is not as straightforward as it appears in its concise recorded form.

Apart from the practical procedures and application of legal practices, it is stressed that in Old Babylonia the existing agricultural and architectural problems, needs and elements could have made such a division complex. This emphasises the ingenious construction of a division of complex estate assets that may consist of fields, gardens, house, slaves and wooden objects, which must take place in order to satisfy all parties.

#### 9.4 POSSIBILITIES FOR FUTURE STUDY

- The division agreements of Old Babylonian Larsa, Sippar and Nippur are the samples studied in this thesis, but only with regard to certain chosen agreements. As new agreements are discovered, further information may indicate other practices, and more discrepancies, similarities and differences may become known. A comparative study could reveal new insights based on other Babylonian city-states such as Tell Harmal, Babylon and Ur. Additionally, comparative studies of other periods, as far back as the Ur III, Late Babylonian and even the Neo-Babylonian period, have found recordings of division agreements in the legal corpus in these periods. A comparison study between the periods might reflect, for instance, new insights in the possible development of the division agreement or support some scholars (Renger 1977; Westbrook 1994; Wells & Magdalene 2009a; 2009b) who argue for the static nature of ancient Near Eastern legal traditions.
- Each legal practice element captured in the natural elements and in incidental elements of scribal school traditional practices would represent a study on its own. Various aspects of each of these discrete elements require further study. For instance, investigating the limited rights of implementation of usufructs in Sippar; the priestesses and their rights as created in a division agreement; and the rights and role of women, especially their relationships to their families with regard to division agreements, particularly in Sippar and Larsa.
- Cognitive studies of all types of division agreements in ancient Babylonian different city-states, especially those of Larsa, Nippur and Sippar may show differences of philosophical outlook in the application and mechanisms of legal practices.



- The characteristics of ancient Mesopotamian traditions in this thesis are not a *numerous clausus*, constitute only a reflection, and supplement an understanding of Old Babylonian thought in the practice of legal traditions. The identification of further characteristics of ancient Mesopotamian legal traditions may add new insights into the different legal practices, legal constructions and recordings.
- When examining the application of inheritance rules or the discretion of the testator regarding his wishes for the beneficiaries of the estate, one must be vigilant to avoid, consciously or unconsciously, western notions or bias. In any society there are cultural phenomena, factors and underpinnings, unseen and unrecognised, which play an important role in the understanding of social and family institutions, such as inheritance and its implications for individuals, the group and social structures. Factors such as gender, race, age, sexuality, social standing and marital status all played a significant role in determining who could inherit and how a person inherited (Roth 1998; 1987; Frymer-Kensky 1981; Boecker 1980). A further study, focused only on the different group and social structures reflected in a family deceased division agreement, might afford a better understanding of the dynamics of Old Babylonian family life.
- Investigation into the possible historical (chronological) connections between Nippur and Sippar and other city-states, including time-periods, could substantiate such an historical connection. Detailed study of different case studies from different periods might show similarities in the investigation of division agreements in the ancient Near East and its possible connection with today's redistribution (division) agreements (cf. Appendix K).

## LIST OF ABBREVIATIONS USED IN THE BIBLIOGRAPHY

AA	<i>ArchAnz Archäologischer Anzeiger. Jahrb. des deutsch.</i>
AfO	<i>Archiv für Orientforschung</i>
AJA	<i>American Journal of Archaeology</i>
ALER	<i>American Law and Economics Review</i>
<i>Am.J.Comp.L.</i>	<i>American Journal of Comparative Law</i>
ANES	<i>Ancient Near Eastern Studies (J B Pritchard) 1955</i>
ARA	<i>Annual Review of Anthropology</i>
<i>Arch</i>	<i>Archaeology</i>
AS	<i>Assyriological Studies</i>
ASJ	<i>Acta Sumerologica</i>
BA	<i>Biblical Archaeologist</i>
BASOR	<i>Bulletin of the American Schools of Oriental Research</i>
BiOR	<i>Bibliotheca Orientalis</i>
<i>Chi.-Kent.L.Rev.</i>	<i>Chicago-Kent Law Review</i>
<i>Comp Stud Soc Hist</i>	<i>Comparative Studies in Society and History</i>
<i>Emory L.J.</i>	<i>Emory Law Journal</i>
<i>Hist Educ Q</i>	<i>History of Education Quarterly</i>
<i>Int'l J.L. &amp; Psychiatry</i>	<i>International Journal of Law and Psychiatry</i>
<i>Ir. Jur.</i>	<i>Irish Jurist</i>
<i>Iraq</i>	<i>Iraq, London (British School of Archaeology in Iraq)</i>
<i>Israel L.Rev.</i>	<i>Israel Law Review</i>
JAOS	<i>Journal of the American Oriental Society</i>
JBL	<i>Journal of Biblical Literature</i>
JCS	<i>Journal of Cuneiform Studies, New Haven</i>
JEOL	<i>Jaarbericht Ex Oriente Lux, Leyden 1933-</i>
JESHO	<i>Journal of the Economic and Social History of the Orient</i>
JNES	<i>Journal of Near Eastern Studies</i>
JNSL	<i>Journal of Northwest Semitic Languages</i>
<i>JSem</i>	<i>Journal for Semitics</i>
JSS	<i>Journal of Semitic Studies</i>
<i>Mesopotamia</i>	<i>Mesopotamia</i>
<i>OrSu (also cited as: OrSuec)</i>	<i>Orientalia Suecana (Uppsala)</i>

<i>Proc Am Phil Soc</i>	<i>Proceedings of the American Philosophical Society</i>
<i>RB</i>	<i>Revue Biblique</i>
<i>RA</i>	<i>Revue d'Assyriologie, Paris</i>
<i>Saeculum</i>	<i>Saeculum. Jahrb. für Universalgesch</i>
<i>SALJ</i>	<i>South African Law Journal</i>
<i>Stell LR</i>	<i>Stellenbosch Law Review</i>
<i>VT</i>	<i>Vetus Testamentum</i>
<i>WA</i>	<i>World Archaeology</i>
<i>ZA</i>	<i>Zeitschrift für Assyriologie</i>

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## VOLUME 2

### PART C

#### TABLE OF CONTENTS

TABLE OF CONTENTS .....	1
LIST OF TABLES .....	13
LIST OF FIGURES .....	15
APPENDIX A: LARSA.....	21
1. (L1) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF SÎN-ŠEMÎ BETWEEN BROTHERS MIGRAT- <sup>p</sup> SÎN, UBAR- <sup>p</sup> SÎN AND Î-LÍ-SUKKAL.....	23
1.1 Source.....	23
1.2 Background information .....	23
1.3 Family members.....	23
1.4 Transcription and translation.....	23
1.5 Outline of division of property.....	27
1.6 Elements of the family deceased division agreement .....	27
2. (L2) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS BÊLESSUNU & HIŠŠĀTUM .....	31
2.1 Source.....	31
2.2 Background information .....	31
2.3 Family members.....	31
2.4 Transcription and translation.....	31
2.5 Outline of division of property.....	35
2.6 Elements of the family deceased division agreement .....	35
3. (L3) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS SÎN- IMGUR & SASIYA.....	39
3.1 Source.....	39
3.2 Background information .....	39
3.3 Family members.....	39
3.4 Transcription and translation.....	39
3.5 Elements of the family deceased division agreement .....	41
4. (L4) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS LIPIT- IŠTAR, APIL-SÎN, APIL-ILIŠU AND ŠAMAŠ-MĀGIR.....	45
4.1 Source.....	45
4.2 Background information .....	45

4.3	<i>Family members</i> .....	45
4.4	<i>Transcription and translation</i> .....	46
4.5	<i>Outline of division of property</i> .....	48
4.6	<i>Elements of the family deceased division agreement</i> .....	50
5.	(L5) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS BUZAZUM, LUDLUL-SÎN, IÂ & ABÎ-ŢÂBUM .....	54
5.1	<i>Source</i> .....	54
5.2	<i>Background information</i> .....	54
5.3	<i>Family members</i> .....	54
5.4	<i>Transcription and translation</i> .....	55
5.5	<i>Outline of division of property</i> .....	58
5.6	<i>Elements of the family deceased division agreement</i> .....	58
6.	(L6) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE BETWEEN BROTHERS IDIN-ŞAMAŞ, IRÎBAM-SÎN, IBBI-ILABRAT, ILÎ-NÂŞIR AND MÂR-IRŞITIM .....	62
6.1	<i>Source</i> .....	62
6.2	<i>Background information</i> .....	62
6.3	<i>Family members</i> .....	62
6.4	<i>Transcription and translation</i> .....	62
6.5	<i>Outline of division of property</i> .....	71
6.6	<i>Elements of the family deceased division agreement</i> .....	72
7.	(L7) DIVISION AGREEMENT OF DECEASED PATERNAL AND MATERNAL ESTATES BETWEEN SISTER AND BROTHERS: MINANI, UBAR-SÎN & ILÎ-SUKKALLUM .....	76
7.1	<i>Source</i> .....	76
7.2	<i>Background information</i> .....	76
7.3	<i>Family members involved</i> .....	76
7.4	<i>Transcription and translation</i> .....	76
7.5	<i>Outline of division of property</i> .....	82
7.6	<i>Elements of the family deceased division agreement</i> .....	82
8.	(L8) DIVISION AGREEMENT OF UNNAMED DECEASED PATERNAL AND MATERNAL ESTATES BETWEEN SONS OF ILÎ-SUKKALLUM: AWÎL-ILÎ & ŞILLI-IŞTAR, MINANUM (SISTER) & SONS OF UBAR-SÎN (IDIN-ŞAMAŞ & HIS BROTHERS) .....	86
8.1	<i>Source</i> .....	86
8.2	<i>Background information</i> .....	86
8.3	<i>Family members</i> .....	86
8.4	<i>Transcription and translation</i> .....	87
8.5	<i>Outline of division of property</i> .....	92
8.6	<i>Elements of the family deceased division agreement</i> .....	92

9. (L9) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN LIPIT-EA AND HIS UNNAMED BROTHERS/NEPHEWS/COUSINS .....	96
9.1 Source.....	96
9.2 Background information .....	96
9.3 Family members.....	96
9.4 Transcription and translation.....	97
9.5 Plates.....	100
9.6 Elements of the family deceased division agreement .....	101
10. (L10) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN ILŠU-ELLASSU (OLDER BROTHER) AND ABAYA, THE YOUNGER BROTHER .....	105
10.1 Source.....	105
10.2 Background information .....	105
10.3 Family members involved.....	105
10.4 Transcription and translation.....	105
10.5 Outline of division of property.....	111
10.6 Elements of the family deceased division agreement .....	112
<b>APPENDIX B: NIPPUR.....</b>	<b>117</b>
1. (N1) DIVISION AGREEMENT OF THE PATERNAL DECEASED ESTATE OF <sup>d</sup> SÎN-ÎRÎŠ BETWEEN BROTHERS <sup>d</sup> SÎN-IMGURANNI (ELDEST), TARÎBUM, ANU-PI <sup>~</sup> ILABRAT.....	119
1.1 Source.....	119
1.2 Background information .....	119
1.3 Family members.....	119
1.4 Outline of division of property.....	121
1.5 Transcription and translation.....	122
1.6 Plates.....	125
1.7 Elements of a division agreement .....	126
2. (N2) DIVISION AGREEMENT OF THE UNNAMED PATERNAL DECEASED ESTATE BETWEEN NEPHEW UDUDU AND HIS UNCLE <sup>d</sup> NINIB-RIM-ILI .....	130
2.1 Source.....	130
2.2 Background information .....	130
2.3 Family members.....	130
2.4 Transcription and translation.....	131
2.5 Plates.....	132
2.6 Outline of division of property.....	133
2.7 Elements of a division agreement .....	133
3. (N3) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE BETWEEN BROTHERS NINIB-NIRGAL & RIM-IŠTAR.....	138

3.1	<i>Source</i> .....	138
3.2	<i>Background information</i> .....	138
3.3	<i>Family members</i> .....	138
3.4	<i>Transcription and translation</i> .....	138
3.5	<i>Plate</i> .....	139
3.6	<i>Outline of division of property</i> .....	140
3.7	<i>Elements of a division agreement</i> .....	140
4.	(N4) DIVISION AGREEMENT OF MATERNAL DECEASED ESTATES OF MIGIR-ELLIL (BIOLOGICAL MOTHER) AND NARAMTUM (BIOLOGICAL GRANDMOTHER) BETWEEN NARUBTUM, A DAUGHTER AND ADOPTED DAUGHTER AND UR-PABILSAGGA .....	144
4.1	<i>Source</i> .....	144
4.2	<i>Background information</i> .....	144
4.3	<i>Family members</i> .....	144
4.4	<i>Transcription &amp; translation</i> .....	145
4.5	<i>Outline of division of property</i> .....	146
4.6	<i>Plates</i> .....	147
4.7	<i>Elements of a division agreement</i> .....	147
5.	(N5) DIVISION AGREEMENT OF DECEASED ESTATES OF INA-EKUR-RABI AND PARTLY ENLIL-MANSI BETWEEN IGI-ŠAG (NEPHEW) AND HIS UNCLE, ŠÎN-IŠMEANI, THE YOUNGER BROTHER OF THE DECEASED ..	152
5.1	<i>Source</i> .....	152
5.2	<i>Background information</i> .....	152
5.3	<i>Family members</i> .....	152
5.4	<i>Transcription &amp; translation</i> .....	153
5.5	<i>Plates</i> .....	154
5.6	<i>Outline of division of property</i> .....	155
5.7	<i>Elements of a division agreement</i> .....	155
6.	(N6) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS, ELDER BROTHER UR-DUAZAGGA, OTHERS: ELLIL-UŠAG, UR-DUN-PA-EA, NANNAR-ARA-MUNGIN .....	160
6.1	<i>Source</i> .....	160
6.2	<i>Background information</i> .....	160
6.3	<i>Family members</i> .....	160
6.4	<i>Transcription and translation</i> .....	161
6.5	<i>Plates</i> .....	163
6.6	<i>Outline of division of property</i> .....	164
6.7	<i>Elements of the family deceased division agreement</i> .....	165
7.	(N7) DIVISION AGREEMENT OF THE UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS NANNA-MEŠA AND ADDA-KALA .....	169
7.1	<i>Source</i> .....	169

7.2	<i>Background information</i> .....	169
7.3	<i>Family members</i> .....	169
7.4	<i>Transcription and translation</i> .....	169
7.5	<i>Plates</i> .....	173
7.6	<i>Outline of division of property</i> .....	174
7.7	<i>Elements of the family deceased division agreement</i> .....	175
8.	(N8) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF IBBI-ENLIL BETWEEN BROTHERS NINURTA-MUŠTAL, NAMARŠU-LUMUR AND MUNA-WIRUM .....	180
8.1	<i>Source</i> .....	180
8.2	<i>Background information</i> .....	180
8.3	<i>Family members involved</i> .....	180
8.4	<i>Transcription and translation</i> .....	180
8.5	<i>Plates</i> .....	182
8.6	<i>Outline of division of property</i> .....	183
8.7	<i>Elements of the family deceased division agreement</i> .....	183
9.	(N9) DIVISION AGREEMENT OF PATERNAL ESTATE OF SÎN-IQIŠAM AND HIS SONS : SÎN-ŠEMI AND BROTHER/UNCLE ILI-AWILI AND THE CHILDREN OF SÎN-ŠEMI AND NEPHEWS OF ILI-AWILI, NAMELY IBBI-ENLIL AND NANNA-AYA .....	188
9.1	<i>Source</i> .....	188
9.2	<i>Background information</i> .....	188
9.3	<i>Family members</i> .....	188
9.4	<i>Transcription and translation</i> .....	188
9.5	<i>Plates</i> .....	192
9.6	<i>Outline of division of property</i> .....	193
9.7	<i>Elements of the family deceased division agreement</i> .....	193
10.	(N10) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF NUSKA-AMAḪ BETWEEN BROTHERS MUNAWIRUM AND MANNUM-MEŠU-LIŠŠUR .....	198
10.1	<i>Source</i> .....	198
10.2	<i>Background information</i> .....	198
10.3	<i>Family members</i> .....	198
10.4	<i>Transcription and translation</i> .....	199
10.5	<i>Plates</i> .....	202
10.6	<i>Outline of division of property</i> .....	203
10.7	<i>Elements of the family deceased division agreement</i> .....	205
	<b>APPENDIX C: SIPPAR</b> .....	<b>209</b>
1.	(S1) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF IDADUM OF THE DIVISION PORTION OF INBUŠA BETWEEN INBUŠA, AND HIS BROTHERS: ŠAMAŠ-MUŠTÊŠIR AND IBNI-IRRA .....	211



1.1	Source.....	211
1.2	Background information .....	211
1.3	Family members.....	211
1.4	Transcription and translation.....	211
1.5	Elements of the family deceased division agreement .....	212
2.	(S2) DIVISION AGREEMENT OF UNNAMED DECEASED PATERNAL ESTATE BETWEEN BROTHERS REGARDING AḪULAP- <sup>D</sup> UTU'S SHARE. ....	216
2.1	Source.....	216
2.2	Background information .....	216
2.3	Family members.....	216
2.4	Transcription and translation.....	216
2.5	Elements of the family deceased division agreement .....	218
3.	(S3) DIVISION AGREEMENT OF PATERNAL AND MATERNAL DECEASED ESTATE OF IPTUR-SÎN AND AWIL- DINGIR BETWEEN THE BROTHERS <sup>D</sup> SÎN-Í-DIN-NAM, <sup>ID</sup> AMAR-UTU-MUBALIṬ, SISTER ŠA-AT-DA NADĪTUM OF ŠAMAŠ REGARDING HER AWARDED DIVIDED SHARE. ....	222
3.1	Source.....	222
3.2	Background information .....	222
3.3	Family members.....	222
3.4	Transcription and translation.....	223
3.5	Elements of the family deceased division agreement .....	227
4.	(S4) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE BETWEEN NEPHEWS <sup>D</sup> ŠEŠKI-MANSUM AND ILLI-SUKKAL.....	232
4.1	Source.....	232
4.2	Background information .....	232
4.3	Family members involved.....	232
4.4	Transcription and translation.....	232
4.5	Elements of the family deceased division agreement .....	234
5.	(S5) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF LAMASSUYA BETWEEN BROTHERS AWIL-ADAD, ADAYATUM, AND IDDIN-ADAD REGARDING SHARE OF IDDIN-ADAD AND AN ASSET OF A KULMAŠĪTUM PRIESTESS/ SISTER .....	237
5.1	Source.....	237
5.2	Introduction.....	237
5.3	Family members.....	237
5.4	Transcription and translation.....	238
5.5	Elements of the family deceased division agreement .....	239
6.	(S6) DIVISION AGREEMENT OF MATERNAL DECEASED ESTATE OF RÎBAM-ILÎ BETWEEN SISTERS ERIŠTUM (ḲADIŠTIM PRIESTESS) AND AMAT-ŠAMAŠ (ŠAMAŠ PRIESTESS) .....	243
6.1	Source.....	243

6.2	<i>Background information</i>	243
6.3	<i>Family members</i>	243
6.4	<i>Transcription and translation</i>	244
6.5	<i>Elements of the family deceased division agreement</i>	246
7.	(S7) DIVISION AGREEMENT OF THE PARENTAL DECEASED ESTATE OF RIBAMÌLÍ BETWEEN SISTERS	
	ERİŠTUM, QADIŠTU PRIESTESS AND APÍLTASÀ	250
7.1	<i>Source</i>	250
7.2	<i>Background information</i>	250
7.3	<i>Family members</i>	250
7.4	<i>Transcription &amp; Translation</i>	251
7.5	<i>Elements of the family deceased division agreement</i>	254
8.	(S8) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS	
	REGARDING ONLY IPQUŠA, THE ONE BROTHER'S SHARE	258
8.1	<i>Source</i>	258
8.2	<i>Background information</i>	258
8.3	<i>Family members</i>	258
8.4	<i>Transcription and translation</i>	258
8.5	<i>Elements of the family deceased division agreement</i>	260
9.	(S9) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE REGARDING ONLY IBI-ENLIL, A	
	BROTHER'S SHARE	264
9.1	<i>Source</i>	264
9.2	<i>Background information</i>	264
9.3	<i>Family members involved</i>	264
9.4	<i>Transcription and translation</i>	265
9.5	<i>Elements of the family deceased division agreement</i>	269
10.	(S10) DIVISION AGREEMENT OF UNNAMED DECEASED ESTATE OF POSSIBLY MOTHER BETWEEN SISTERS	
	REGARDING THE AGREED DIVISION PORTION OF THE ONE SISTER, ERİŠTUM	273
10.1	<i>Source</i>	273
10.2	<i>Background information</i>	273
10.3	<i>Family members</i>	273
10.4	<i>Transcription and translation</i>	274
10.5	<i>Elements of the family deceased division agreement</i>	276
11.	(S11) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE BETWEEN SIN-IŲİŠAM, IBNI-ŠAMAŠ AND	
	IRRA-NÂŠIR; ONLY THE RECORDED AGREED PORTION OF SIN-IŲİŠAM	280
11.1	<i>Source</i>	280
11.2	<i>Background information</i>	280
11.3	<i>Family members involved</i>	280
11.4	<i>Outline of portions</i>	281

11.5	<i>Outline of division of property</i> .....	281
11.6	<i>Transcription and translation</i> .....	281
11.7	<i>Elements of the family deceased division agreement</i> .....	283
12.	(S12) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE BETWEEN SIN-IŲIŠAM, IBNI-ŠAMAŠ AND IRRA-NÂŠIR; ONLY THE RECORDED AGREED PORTION OF IBNI-ŠAMAŠ.....	288
12.1	<i>Source</i> .....	288
12.2	<i>Background information</i> .....	288
12.3	<i>Family members involved</i> .....	288
12.4	<i>Outline of portions</i> .....	289
12.5	<i>Outline of division of property</i> .....	289
12.6	<i>Transcription and translation</i> .....	289
12.7	<i>Elements of the family deceased division agreement</i> .....	290
13.	(S13) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE BETWEEN SIN-IŲIŠAM, IBNI-ŠAMAŠ AND IRRA-NÂŠIR; ONLY THE RECORDED AGREED PORTION OF IRRA-NÂŠIR.....	295
13.1	<i>Source</i> .....	295
13.2	<i>Background information</i> .....	295
13.3	<i>Family members involved</i> .....	295
13.4	<i>Outline of portions</i> .....	296
13.5	<i>Outline of division of property</i> .....	296
13.6	<i>Transcription and translation</i> .....	296
13.7	<i>Elements of the Division Agreement</i> .....	298
14.	(S14) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF SIN-NIA BETWEEN BROTHERS IDINAM, MUNANUM AND ŲŲ <sup>KI</sup> IDINAM REGARDING THE AGREED DIVIDED SHARE OF MUNANUM .....	303
14.1	<i>Source</i> .....	303
14.2	<i>Background information</i> .....	303
14.3	<i>Family members involved</i> .....	303
14.4	<i>Transcription and translation</i> .....	304
14.5	<i>Elements of the family deceased division agreement</i> .....	305
15.	(S15) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF UPÎ-MÂGIR BETWEEN LAMÂZI, THE ZÊRMAŠÎTU PRIESTESS AND HER UNNAMED BROTHERS .....	309
15.1	<i>Source</i> .....	309
15.2	<i>Background information</i> .....	309
15.3	<i>Family members involved</i> .....	309
15.4	<i>Transcription and translation</i> .....	310
15.5	<i>Elements of a Division Agreement</i> .....	311
16.	(S16) DIVISION AGREEMENT OF PATERNAL UNNAMED DECEASED ESTATE BETWEEN SIBLINGS: NÛR-ŠAMAŠ, ILÎMA-AŲÎ, PALATUM AND ŲUMURUM .....	316
16.1	<i>Source</i> .....	316

16.2	<i>Background information</i> .....	316
16.3	<i>Family members involved</i> .....	316
16.4	<i>Transcription and translation</i> .....	316
16.5	<i>Elements of the family deceased division agreement</i> .....	317
17.	(S17) DIVISION AGREEMENT OF THE UNNAMED PATERNAL DECEASED ESTATE AND MATERNAL DECEASED ESTATE OF BÊLIZNU, BETWEEN BROTHERS MÂR-IRŠITIM, BUDIUM AND ILUŠU-ELLÂZU AND SISTER (SAL-ME PRIESTESS OF ŠAMAŠ) AWÂT-AJA .....	321
17.1	<i>Source</i> .....	321
17.2	<i>Background information</i> .....	321
17.3	<i>Family members involved</i> .....	321
17.4	<i>Transcription and translation</i> .....	322
17.5	<i>Elements of a division agreement</i> .....	324
18.	(S18) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS LIPIT-IŠTAR AND SIN-MÂGIR .....	328
18.1	<i>Source</i> .....	328
18.2	<i>Background information</i> .....	328
18.3	<i>Family members involved</i> .....	329
18.4	<i>Transcription and translation</i> .....	329
18.5	<i>Outline of division of property</i> .....	331
18.6	<i>Elements of the family deceased division agreement</i> .....	331
19.	(S19) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF BUNÎNI BETWEEN BROTHERS LIPIT-IŠTAR, SIN-MÂGIR AND IBI-SIN, THE CHILDREN OF BUNÎNI; SIN-IDINNAM AND RÎŠ-ŠAMAŠ, THE CHILDREN OF ILUŠU-IBIŠU, THEIR BROTHER; AND ALSO LAMÂZÎ, SAL-ME PRIESTESS OF ŠAMAŠ, THEIR SISTER .....	335
19.1	<i>Source</i> .....	335
19.2	<i>Background information</i> .....	335
19.3	<i>Family members involved</i> .....	336
19.4	<i>Transcription and translation</i> .....	336
19.5	<i>Outline of division of property</i> .....	339
19.6	<i>Elements of Division Agreement</i> .....	339
20.	(S20) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF GAZ-IŠTAR AND ILTÂNI (ŠAMAŠ PRIESTESS) SISTER AND BROTHERS WARAD-ILIŠU & SINATUM .....	343
20.1	<i>Source</i> .....	343
20.2	<i>Background information</i> .....	343
20.3	<i>Family members involved</i> .....	343
20.4	<i>Transcription and translation</i> .....	344
20.5	<i>Elements of the family deceased division agreement</i> .....	346
21.	(S21) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF <sup>D</sup> AMAR-UTU-NA-ŠIR REGARDING ONLY THE SHARE OF ŠU-Ì-LÍ-ŠU .....	351

21.1	Source.....	351
21.2	Background information .....	351
21.3	Family members involved.....	351
21.4	Transcription and translation.....	351
21.5	Elements of the family deceased division agreement .....	353
22.	(S22) DIVISION AGREEMENT OF THE PATERNAL DECEASED ESTATE OF PALA- <sup>o</sup> IŠKUR BETWEEN BROTHERS ISKUR-ZI-MU, <sup>o</sup> SIN-IQÍŠAM, IBNI- <sup>o</sup> IŠKUR AND DINGIR-ŠU-BANI .....	358
22.1	Source.....	358
22.2	Introduction.....	358
22.3	Family members involved.....	358
22.4	Transcription and translation.....	359
22.5	Elements of the family deceased division agreement .....	363
23.	(S23) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS: <sup>o</sup> UTU-ŠU-ZIBANI, <sup>o</sup> UTUŠATUM AND ÌLÍ-AWILIM-RABI REGARDING THE SHARE OF <sup>o</sup> UTU-ŠU-ZIBANI AND <sup>o</sup> UTUŠATUM .....	368
23.1	Source.....	368
23.2	Introduction.....	368
23.3	Family members involved.....	368
23.4	Transcription and translation.....	368
23.5	Elements of the family deceased division agreement .....	371
24.	(S24) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS REGARDING THE AWARDED DIVIDED PORTION OF ÂḪḪATI-ŠUNU .....	376
24.1	Source.....	376
24.2	Information Background .....	376
24.3	Family members involved.....	377
24.4	Transcription and translation.....	377
24.5	Elements of the family deceased division agreement .....	379
25.	(S25) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF AWÎL-ADAD BETWEEN WARAD-SIN, ŠÎN-IDDINAM, ILÎ-BANI AND SON/NEPHEW, INA-ÊULMAŠ-ZÊR, SON OF THE ILÎ-BANI .....	383
25.1	Source.....	383
25.2	Background information .....	383
25.3	Family members involved.....	383
25.4	Transcription and translation.....	384
25.5	Elements of the family deceased division agreement .....	386
26.	(S26) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF WARAD-ULMAŠŠÎTUM BETWEEN BROTHERS WARD-MARDUK, IBNI-MARDUK AND PAZZALUM .....	391
26.1	Source.....	391
26.2	Background information .....	391

26.3	<i>Family members involved</i> .....	391
26.4	<i>Transcription and translation</i> .....	392
26.5	<i>Elements of the family deceased division agreement</i> .....	394
<b>APPENDIX D: INDEX OF CONTRACTUAL PARTIES RELATIONSHIP TO EACH OTHER AND DECEASED OWNER'S IN TEXTS</b> .....		<b>399</b>
<b>APPENDIX E: GLOSSARY OF NAMES AND TERMS</b> .....		<b>409</b>
1.	ROMAN LAW AND LATIN WORDS AND TERMINOLOGY .....	409
2.	OLD BABYLONIAN CULTURE AND –LEGAL WORDS AND TERMINOLOGY .....	411
3.	OTHER TERMS .....	417
<b>APPENDIX F: OUTLINE OF KINGS' LIST</b> .....		<b>419</b>
1.	LARSA: OUTLINE OF DATE OF REIGNS IN ACCORDANCE TO AGREEMENTS .....	419
1.1	<i>Larsa Dynasty: Rīm-Sîn I (1822-1763), Babylon conquers Larsa; and Rīm-Sîn II (1741-1740)</i> .....	419
1.2	<i>First Dynasty of Babylon: Ḫammu-rāpi (1792-1750)</i> .....	420
2.	NIPPUR: OUTLINE OF DATE OF REIGNS IN ACCORDANCE TO AGREEMENTS .....	421
2.1	<i>First Dynasty of Isin: Damiq-ilīšu (1816-1794)</i> .....	421
2.2	<i>Larsa Dynasty: Sin-iqišam (1840-1836), Rīm-Sîn I (1822-1763), Rīm-Sîn II (1741-1740)</i> .....	421
2.3	<i>First Dynasty of Babylon: Samsu-iluna (1749-1712)</i> .....	422
3.	SIPPAR: OUTLINE OF DATE OF REIGNS IN ACCORDANCE TO AGREEMENTS .....	423
3.1	<i>Larsa Dynasty: Sîn-iddinam (1849-1843)</i> .....	423
3.2	<i>First Dynasty of Babylon: Apīl-Sîn (1830-1813), Sîn-muballiṭ (1812-1793), Ḫammu-rāpi (1792-1712), Samsu-iluna (1749-1712), Ammī-šaduqa (1646-1626)</i> .....	423
<b>APPENDIX G: METHODOLOGY OUTLINE OF DIFFERENT CITY-STATES: RHYTHM SEQUENCE OF ESSENTIAL AND NATURAL ELEMENTS</b> .....		<b>429</b>
1.	LARSA .....	429
1.1	<i>Rhythm sequences of the essential elements</i> .....	429
1.2	<i>Rhythm sequences of the natural elements</i> .....	431
2.	NIPPUR .....	432
2.1	<i>Rhythm sequences of essential elements</i> .....	432
2.2	<i>Rhythm sequences of natural elements</i> .....	433
3.	SIPPAR .....	434
3.1	<i>Rhythm sequences of essential elements</i> .....	434
3.2	<i>Rhythm sequences of natural elements</i> .....	435
<b>APPENDIX H: SCHEMATIC OUTLINE OF GEOGRAPHICAL AND CHRONOLOGICAL DISTRIBUTION OF SEQUENCE OF PATTERNS IN THE CITY-STATES</b> .....		<b>441</b>
1.	LARSA .....	441

2.	NIPPUR.....	443
3.	SIPPAR.....	445
<b>APPENDIX I: TABLE OUTLINE OF CONTRACTUAL PARTIES AND DECEASED ESTATE OWNERS .....</b>		<b>447</b>
<b>APPENDIX J: MAPS OF THE OLD BABYLONIAN REGION.....</b>		<b>449</b>
<b>APPENDIX K: LEGAL TRANSPLANTS VERSUS UNIVERSAL APPLICATIONS OF DIVISION AGREEMENTS.....</b>		<b>451</b>

## LIST OF TABLES

Table 1 Division of assets between contractual parties: Migrat- <sup>d</sup> Sîn, Ubar- <sup>d</sup> Sîn and Ì-lí-sukkal .....	27
Table 2 Division of assets between contractual parties: Bêlessunu and Hiššâtum .....	35
Table 3 Division of assets between contractual parties: brothers Lipit-Ištar, Apil-Sîn, Apil-ilišu and Šamaš-māgir .....	49
Table 4 Division of assets between contractual parties: Buzazum, Iâ and Ludlul-Sîn and Abî- tâbum .....	58
Table 5 Division of assets between contractual parties: Idin-Šamaš, Irîbam-Sîn, Ibbi-Ilabrat, Iî-nâšir and Mâr-Iršitim .....	71
Table 6 Division of assets between: Minani, Ubar-Sîn and Iî-sukkallum .....	82
Table 7 Outline of division of property of: Awîl-ilî & Šilli-Ištar, Minanum (child of Migrat-Sîn) & Ubar-Sîn's sons Idin-Šamaš & his brothers .....	92
Table 8 Division of assets between contractual parties: Ilšu-ellassu and Abaya .....	111
Table 9 Division of assets between: Sîn-imguranni, Tarîbum and Anu-pî <sup>d</sup> labrat .....	121
Table 10 Division of assets between contractual parties: Ududu, the son of deceased elder brother and younger brother (uncle) Ninib-rim-ili .....	133
Table 11 Division of assets between contractual parties: Lugal-azida between the brothers NinIB-nirgal and Rim-Ištar .....	140
Table 12 Division of assets between: daughter Narubtum and Ur-Pabilsagga (status unknown) .....	146
Table 13 Division of assets between contractual parties: son/nephew Igi-šag and brother/uncle Sîn-išmeani .....	155
Table 14 Division of assets between contractual parties: regarding Ur-Duazagga's share ....	164
Table 15 Division of assets between contractual parties: Nanna-meša and Adda-kala .....	174
Table 16 Division of assets between contractual parties: Ninurta-muštâl, Namaršu-lumur and Muna-wirum .....	183
Table 17 Division of assets between contractual parties: Ili-awili (brother/uncle), eldest brother Ibbi-Enlil and brother Nanna-aya .....	193
Table 18 Division of assets between contractual parties: Munawirum and Mannum-mešu-liššur .....	203



Table 19 Division of assets between contractual parties: brothers Sin-iḫīšam, Ibni-Šamaš and Irra-nâšir.....	281
Table 20 Division of assets between contractual parties: brothers Sin-iḫīšam, Ibni-Šamaš and Irra-nâšir .....	289
Table 21 Division of assets between contractual parties: brothers Sin-iḫīšam, Ibni-Šamaš and Irra-nâšir .....	296
Table 22 Division of assets between contractual parties: Lipit-Ištar and Sin-mâgir regarding Lipit-Ištar's share .....	331
Table 23 Division of assets comparing two texts S 18 and S19 .....	339
Table 24 Outline of rhythm sequences of natural elements of Old Babylonian Larsa family deceased division agreements .....	431
Table 25 Outline of rhythm sequences of natural elements of Old Babylonian Nippur family deceased division agreements .....	433
Table 26 Outline of rhythm sequences of natural elements of Old Babylonian Sippar family deceased division agreements .....	435
Table 27 Abbreviations of family members (Larsa) .....	441
Table 28 Abbreviations of family members (Nippur).....	443
Table 29 Abbreviations of family members (Sippar).....	445

## LIST OF FIGURES

Figure 1 Schematic outline of family: father Sîn-šemî and children Migrat- <sup>d</sup> Sîn, Ubar- <sup>d</sup> Sîn and Ì-lí-sukkal .....	23
Figure 2 Schematic outline of family: unnamed father and sons Bêlessunu and Hiššâtum.....	31
Figure 3 Schematic outline of family: unnamed father and sons Sîn-imgur and Sasiya .....	39
Figure 4 Schematic outline of family: unnamed father and sons brothers Lipit-Ištar, Apil-Sîn , Apil-ilišu and Šamaš-māgir.....	45
Figure 5 Schematic outline of family: unnamed father and sons Buzazum, Iâ and Ludlul-Sîn and Abî-tâbum.....	54
Figure 6 Schematic outline of family: unnamed father and sons Idin-Šamaš, Irîbam-Sîn, Ibbi-ilabrat, Ilî-nâšir and Mâr-iršitim.....	62
Figure 7 Schematic outline of family: father and mother between the siblings Minani, Ubar-Sîn and Ilî-sukkallum .....	76
Figure 8 Schematic outline of family: father Ilî-sukkallum's sons Awîl-ilî & Šilli-Ištar , Minanum (child of Migrat-Sîn) & Ubar-Sîn's sons Idin-Šamaš & his brothers.....	86
Figure 9 Schematic outline of family: unnamed father and three family members (brothers/cousin/nephew) and Lipit-Ea.....	96
Figure 10 Schematic outline of family: unnamed father and sons Ilšu-ellassu and Abaya....	105
Figure 11 Schematic outline of family: father <sup>d</sup> Sîn-îriš and brothers Sîn-imguranni (eldest), Tarîbum and Anu-pî- <sup>d</sup> Ilabrat .....	119
Figure 12 Schematic outline of the house of late father <sup>d</sup> Sîn-îriš and portions awarded to his sons.....	120
Figure 13 Schematic outline of the fields of late father <sup>d</sup> Sîn-îriš and portions awarded to his sons.....	120
Figure 14 Schematic outline of family: unnamed father and his son Ududu and deceased's brother <sup>d</sup> Ninib-rim-ili .....	130
Figure 15 Schematic outline of family: father Lugal-azida and sons NinIB-nirgal and Rim-Ištar.....	138
Figure 16 Schematic outline of family: biological mother Migir-Ellil and Naramtum biological grandmother; and daughter Narubtum; and Ur-Pabilsagga (status unknown).....	144
Figure 17 Schematic outline of family: partly Enlil-mansi & Ina-Ekur-rabi: deceased eldest brother and son/nephew Igi-šag and brother/uncle Sîn-išmeani .....	152

Figure 18 Schematic outline of family: unnamed father and oldest son Ur-Duazagga, and other sons: Ellil-ušag, Ur-DUN-PA-ea, Nannar-ara-mungin .....	160
Figure 19 Schematic outline of family: unnamed father and sons Nanna-meša and Adda-kala .....	169
Figure 20 Schematic outline of family: father Ibbi-Enlil and sons Ninurta-muštał, Namaršulumur and Muna-wirum .....	180
Figure 21 Schematic outline of family: father Sîn-iqišam, son Sîn-šemi, brother/uncle Ili-awili and the children of Sîn-šemi: nephews of Ili-awili; namely Ibbi-Enlil and Nanna-aya.....	188
Figure 22 Schematic outline of family: father Nuska-amah and sons Munawirum and Mannum-mešu-lišsur.....	198
Figure 23 Schematic outline of family: father Idadum and sons Inbuša, Šamaš-muštêšir and Ibni-Irra .....	211
Figure 24 Schematic outline of family: unnamed father and sons Dingir-šumišarat, Amar-arilî and Aḫulap- <sup>d</sup> Utu.....	216
Figure 25 Schematic outline of family: father Iptur-Sîn and mother Awil-dingir, their sons <sup>d</sup> Sîn-î-din-nam, <sup>ld</sup> AMAR-UTU-mubaliṭ and daughter Ša-at- <sup>d</sup> a <i>nadītum</i> of Šamaš.....	222
Figure 26 Schematic outline of family: father: Apaia and son <sup>d</sup> Šeški-mansum and unknown relationship Illisukkal .....	232
Figure 27 Schematic outline of family: father Lamassuya and sons Iddin-Adad (bare-dominium owner), Awil-Adad, Adayatum and unnamed daughter, a <i>kulmašītum</i> priestess .	237
Figure 28 Schematic outline of family: mother Rîbam-ilî and daughters Erištum, a <i>ḳadištim</i> priestess and Amat-Šamaš, a Šamaš priestess.....	243
Figure 29 Schematic outline of family: mother Rîbam-ilî and daughters Erištum, <i>ḳadištu</i> priestess and sister Apîltasà.....	250
Figure 30 Schematic outline of family: unnamed father and sons unnamed, one son named Ipquša .....	258
Figure 31 Schematic outline of family: unnamed father and children Sîn-magir, Dingir-pisa, Enlilsu, Ibi-Enlil and sister Inbuša .....	264
Figure 32 Schematic outline of family: unnamed mother and daughters Erištum, Mimma and Idinu .....	273
Figure 33 Schematic outline of family: unnamed father and sons Sin-iḳîšam, Ibni-Šamaš and Irra-nâšir .....	280
Figure 34 Schematic outline of portions of Sin-iḳîšam, Ibni-Šamaš and Irra-nâšir.....	281

Figure 35 Schematic outline of family: unnamed father and sons Sin-iḫīšam, Ibni-Šamaš and Irra-nâšir .....	288
Figure 36 Schematic outline of portions of Sin-iḫīšam, Ibni-Šamaš and Irra-nâšir.....	289
Figure 37 Schematic outline of family: unnamed father and sons Sin-iḫīšam, Ibni-Šamaš and Irra-nâšir .....	295
Figure 38 Schematic outline of portions of Sin-iḫīšam, Ibni-Šamaš and Irra-nâšir.....	296
Figure 39 Schematic outline of family: father Sin-nia and sons Idinam, Munanum and Úḫ <sup>ki</sup> idinam.....	303
Figure 40 Schematic outline of family: father Upî-mâgir and children Lamâzi, a <i>zêrmašîtu</i> -priestess and her brothers .....	309
Figure 41 Schematic outline of family: unnamed father and children Nûr-Šamaš, Ilîma-aḫî, Palatum and Ḫumurum.....	316
Figure 42 Schematic outline of family: unnamed father and mother Bêliznu and children Mâr-iršitim, Budium, Ilušu-ellâzu, including daughter Awât-Aja, sal-me priestess of Šamaš.....	321
Figure 43 Schematic outline of family: unnamed father and sons Lipit-Ištar and Sin-mâgir	329
Figure 44 Schematic outline of family: father Bunîni and children Lipit-Ištar, Ibi-Sin, Sin-mâgir and their sister Lamâzî, and also the children of a probably deceased brother Ilušu-ibišu, namely Sin-idinnam and Rîš-Šamaš.....	336
Figure 45 Schematic outline of family: father Gaz-Ištar and children Iltâni, Šamaš priestess between the sister Iltâni, Šamaš priestess and Warad-ilišu and Sinatum.....	343
Figure 46 Schematic outline of family: father <sup>d</sup> AMAR-UTU-našir and sons Dingir-šuibnišu and Émagir, and their nephew, the son of their predeceased brother <sup>d</sup> Utu-še-me by the name of Šu-î-lí-šu .....	351
Figure 47 Schematic outline of family: father Pala-diškur and sons Iskur-zi-mu, <sup>d</sup> Sin-iqīšam, Ibni-diškur and Dingir-šu-bani.....	358
Figure 48 Schematic outline of family: unnamed father and sons, <sup>d</sup> Utušatum and Ilî-Awilim-rabi.....	368
Figure 49 Schematic outline of family: unnamed father and sons brothers Rêmu <sup>m</sup> , Marduk-našir, Îl-šu-banî, Bêl-banî, Bêl-šunu, Sig-Anunitu and Âḫḫati-šunu .....	377
Figure 50 Schematic outline of family: father Awîl-Adad and sons Warad-Sin, Sîn-iddinam, Ilî-bani and their nephew, Ina-Êulmaš-zêr, son of their late brother Ilî-bani.....	383
Figure 51 Schematic outline of family: father Warad-Ulmaššîtum and children Ward-Marduk, Ibni-Marduk and Pazzalum .....	391

Figure 52 Larsa's schematic outline of distribution of sequence patterns.....	442
Figure 53 Nippur's schematic outline of distribution of sequence patterns.....	444
Figure 54 Sippar's schematic outline of distribution of sequence patterns.....	446

## PROLOGUE

In this section of the addenda the forty-six division agreements of Old Babylonia Larsa, Nippur and Sippar as reference, are outlined in the appenda A, B and C. The aim is to make the reading of each division agreement easier by outlining each text in different sections. The outline of each text includes the following:

- source
- background information
- schematic outline of family members
- in some more complicated divisions, schematic outline/s of the divided awarded fields and houses
- transcription and translation
- graphic presentation of the plate (if available)
- table outline of the case-study, regarding the awarded assets (in some divisions)
- table format outline of essential, natural and incidental elements; and its subcategories

Appendix A consists of ten division agreements from the Larsa Dynasty during the reigns of Rīm-Sîn I, Rīm-Sîn II of the First Dynasty of Babylon; as well as texts recorded during the reigns of Ḫammu-rāpi and Samsu-iluna.

Appendix B reflects Nippur's ten division agreements which include the First Dynasty of Isin under the reign of Damiq-ilīšu, Larsa Dynasty from Sîn-iqīšam, Rīm-Sîn I, Rīm-Sîn II and First Dynasty of Babylon during the reign of Samsu-iluna.

In Appendix C the twenty six division agreements deriving from Old Babylonian Sippar is discussed, and include the time period of Larsa Dynasty, during the reign of Sîn-iddinam and the greater part of texts in the First Dynasty of Babylon during the reigns of Apīl-Sîn, Sîn-muballiṭ, Ḫammu-rāpi, Samsu-iluna and Ammī-šaduqa.



## APPENDIX A: LARSA

Ten division agreements from Larsa in the Old Babylonian Period are outlined in this appendix.

The division agreements were mainly concluded during the reigns of kings Rīm-Sîn I<sup>1</sup> & II<sup>2</sup>, Ḫammu-rāpi<sup>3</sup> & Samsu-iluna<sup>4</sup>.

Most of Larsa's division agreements are part of the collections of Charpin (1980) (L1-3, 5-8, 10). Charpin (1980) transcribed all the texts and translated some of the texts in French. The researcher translates the French texts.

L4 text is from a collection of Leemans (1954), who transcribed and translated the text.

Pinches published L9 and Andersson (2008) later transcribed and translated the tablet.

Only the outline of the elements, with some commentaries are given for in the previous Part B, the texts of Larsa is discussed and compared with other texts from Sippar and Nippur.

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<sup>1</sup> Text L2 (20<sup>th</sup> year), L1 (10<sup>th</sup>), L3 (34<sup>th</sup>) and L4 (no date).

<sup>2</sup> Text L5 was recorded in the Rīm-Sîn II period.

<sup>3</sup> L6 (36<sup>th</sup> year) and L7 (42<sup>th</sup> year) were recorded during the reign of King Ḫammu-rāpi.

<sup>4</sup> In King Samsu-iluna's reign the divisions agreements are reflected in texts L8 (year 4b), and L9 (no date). It cannot be established in whose reign text L10 was recorded.





# 1. (L1) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF SÎN-ŠEMÎ BETWEEN BROTHERS MIGRAT-<sup>D</sup>SÎN, UBAR-<sup>D</sup>SÎN AND Ì-LÍ-SUKKAL

## 1.1 Source

The museum number is BM33206 and catalogue number TS 19 (Charpin 1980:212-213). Charpin (1980) transcribed and translated in French the text, following with the researcher's English translation. No plate was included in Charpin's (1980) publication of the text.

## 1.2 Background information

This text is a division agreement of the paternal estate of Sîn-šemî between the siblings Migrat-<sup>d</sup>Sîn, Ubar-<sup>d</sup>Sîn and Ì-lí-sukkal regarding all of their awarded divided assets. The agreement is recorded in the Rīm-Sîn-period in the king's 10<sup>th</sup> year of reign.

## 1.3 Family members

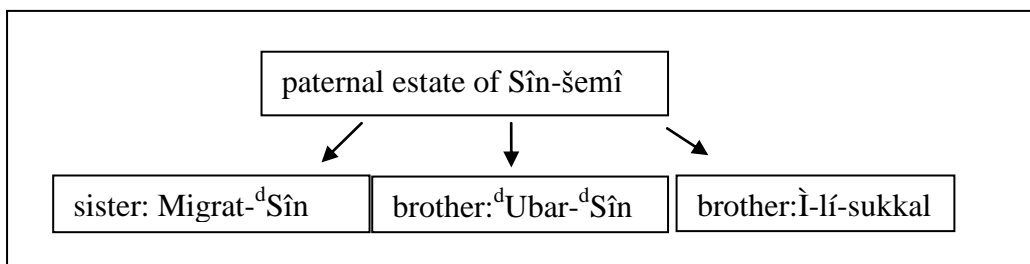


Figure 1 Schematic outline of family: father Sîn-šemî and children Migrat-<sup>d</sup>Sîn, Ubar-<sup>d</sup>Sîn and Ì-lí-sukkal

## 1.4 Transcription and translation

Transcription and translation of TS 19 (BM33206) by Charpin (1980:62).

Obv		
1	[lacunae d'environ 4 lignes	
2	2/18* [gán...]	2 iku...
3	<sup>1</sup> a <sup>?</sup> -[...]	I a[...]
4	1 sag-ir* [...m]u-ni	un esclave nommé [...]:
5	ḥa-la [mi-ig-ra-at- <sup>d</sup> EN-Z]U*	(telle est) la part de [Migrat-Sîn].

6	1 <b>sar*</b> <b>é*-dù*-a*</b> [d]a* <b>ḥa*-la*</b> <i>[mi]-ig-ra-at-</i> <sup>d</sup> EN-ZU	1 <b>sar</b> de terrain bâti, à côté de la part de Migrat-Sîn;
7	2* <sup>giš</sup> <b>ig</b> <b>ša*</b> <b>é</b> <b>ù*</b> <b>é</b> - <i>ùr</i> .-ra	2 portes de maison et de grenier
8	[1] <sup>giš</sup> <b>mes-tuk'</b> -ud*-1 <sup>giš</sup> <b>mes-túkur*</b>	1 table <i>meštugudûm</i> , 1 table <i>meštugurûm</i> ;
9	[x] <b>gán*</b> <b>kiri</b> <sub>6</sub> <b>da</b> <i>mi-ig-ra-at-</i> <sup>d</sup> EN-ZU	[x] <b>iku</b> de verger à côté de Migrat-Sîn;
10	<b>sag-ir</b> <i>ir-ì-lì-ia</i> <b>mu-ni</b>	un esclave nommé Warad-ilîya:
11	<b>ḥa-la</b> <i>u-bar-</i> <sup>d</sup> EN-ZU	(telle est) la part d'Urban-Sîn.
12	1 <b>sar</b> <b>é-dù-a</b>	1 <b>sar</b> de terrain construit
13	<b>da</b> <i>u-bar-</i> <sup>d</sup> EN-ZU	à côté d'Urban-Sîn;
14	2 <sup>giš</sup> <b>ša</b> <b>é</b> <b>ù-ùr-ra</b>	2 portes de maison et de grenier;
15	1 <sup>giš</sup> <b>ka-kara</b> <sub>4</sub> 1/18 <b>gán</b> <b>kiri</b> <sub>6</sub>	une table de luxe; 1 <b>iku</b> de verger
16	<b>da-</b> <i>u-bar-</i> <sup>d</sup> EN-ZU	à côté d'Urban-Sîn
17	(17 R.) 1 <b>geme</b> <sub>2</sub> <sup>d</sup> <b>gu-la-um-mi</b> <b>mu-ni</b>	une esclave nommé Gula-ummî:
18	<b>ḥa-la</b> <i>ì-lí-sukkal</i>	(telle est) la part <sup>d</sup> Ilî-sukkallum
19	<i>zi-i-zu</i> <b>šeš</b> <b>ki</b> <b>šeš</b> <b>ugu-ni</b> <b>nì-na-me-en</b> <b>mu</b> <sup>d</sup> <b>nanna</b> <sup>d</sup> <b>utu</b>	Ils ont effectué le partage; qu'il n'y aura pas de réclamation de l'un contre l'autre,
20	<b>ù</b> <i>ri-im-</i> <sup>d</sup> EN-ZU <b>lugal-e in-pàd-meš</b>	ils l'ont juré par Sîn, Šamaš et le roi Rîm-Sîn.
21	<b>igi</b> <sup>d</sup> <b>nanna-amar-mu-gin</b> <b>dumu</b> <i>šu-ir-ra</i>	Témoins et date; pas d'empreinte sur
22	<b>igi</b> <i>na-bi-ì-lí-šu</i> <b>šeš-a-ni</b>	la tablette, mutilée; empreinte illisible
23	<b>igi</b> <sup>d</sup> <b>muš-lú-ti</b> <b>dumu</b> <i>i-din-é-a</i>	le fgt. d'enveloppe BM 33313
24	<b>igi</b> <sup>d</sup> <b>iškur-ra-bi</b> <b>dumu</b> <sup>d</sup> <b>nanna-á-zi-da</b>	
25	<b>igi</b> <i>ta'-ab-ši-la-šu</i> <b>dumu</b> <i>bu-da-du</i>	
26	<b>igi</b> <i>šu-ku-bu-um</i> <b>dumu</b> <i>ši-lí-eš</i> <sub>4</sub> - <i>tár</i>	
27	<b>igi</b> <i>ip-qú-eš</i> <sub>4</sub> - <i>tár</i> <b>dub-sar</b>	
28	<b>igi</b> <sup>u</sup> <b>utu-ga-mil</b> <b>dumu</b> <b>lú-</b> <sup>d</sup> EN-ZU	
29	<b>kišib-lú-inim-ma-bi-meš</b>	
30	<b>iti</b> <b>šu-numun-a</b>	
31	<b>mu</b> <b>i</b> <sub>7</sub> <b>buranun-na-ba-lá</b>	

Obv		
1	[lacunae d'environ 4 lignes]	
2	2/18* [gán...]	2 <b>iku</b> ...
3	<sup>1</sup> a <sup>2</sup> -[...]	
4	1 <b>sag-ir*</b> [...m] <b>u-ni</b>	1 [...] a named slave [...]:
5	<b>ḥa-la</b> [mi-ig-ra-at- <sup>d</sup> EN-Z]U*	are the inheritance share of [Migrat-Sîn].
6	1 <b>sar*</b> <b>é*-dù*-a*</b> [d]a* <b>ḥa*-.la*</b> [mi]-ig-ra-at- <sup>d</sup> EN-ZU	1 <b>sar</b> of built house (located) next to the house of the inheritance share of Migrat-Sîn;
7	2* <sup>giš</sup> <b>ig</b> <b>ša*</b> <b>é</b> <b>ù*</b> <b>é-</b> <b>ùr.-ra</b>	2 doors of house and attic;
8	[1] <sup>giš</sup> <b>mes-tuk<sup>1</sup>-ud*-1<sup>giš</sup>mes-túkur*</b>	1 table, 1 table;
9	[X] <b>gán*</b> <b>kiri<sub>6</sub></b> <b>da</b> mi-ig-ra-at- <sup>d</sup> EN-ZU	[X] <b>iku</b> of orchard (located) next to the house of Migrat-Sîn; (and)
10	<b>sag-ir</b> <b>ir-ì-lì-ia</b> <b>mu-ni</b>	a slave named Warad-ilîya:
11	<b>ḥa-la</b> u-bar- <sup>d</sup> EN-ZU	are the inheritance share of Urban-Sîn.
12	1 <b>sar</b> <b>é-dù-a</b>	1 <b>sar</b> of built house
13	<b>da</b> u-bar- <sup>d</sup> EN-ZU	(located) next to the house of Urban-Sîn;
14	2 <sup>giš</sup> <b>ša</b> <b>é</b> <b>ù-ùr-ra</b>	2 doors of house and attic;
15	1 <sup>giš</sup> <b>ka-kara<sub>4</sub></b> 1/18 <b>gán</b> <b>kiri<sub>6</sub></b>	a table of luxury; 1 <b>iku</b> of orchard
16	<b>da-</b> u-bar- <sup>d</sup> EN-ZU	(located) next to the house of Urban-Sîn; (and)
17	(17 R.) 1 <b>geme<sub>2</sub></b> <sup>d</sup> <b>gu-la-um-mi</b> <b>mu-ni</b>	a slave named Gula-ummî:
18	<b>ḥa-la</b> <b>ì-lí-sukkal</b>	are the inheritance share <sup>d</sup> Ilî-sukkallum.
19	<b>zi-i-zu</b> <b>šeš</b> <b>ki</b> <b>šeš</b> <b>ugu-ni</b> <b>nì-na-me-en</b> <b>mu</b> <sup>d</sup> <b>nanna</b> <sup>d</sup> <b>utu</b>	They agree to the division; and confirm that there will be no complaint against one another.
20	<b>ù</b> <b>ri-im-</b> <sup>d</sup> EN-ZU <b>lugal-e</b> <b>in-pàd-meš</b>	They swore by Sîn, Šamaš and King Rîm-Sîn. (Following the witnesses-clause)

21	<b>igi</b> <sup>d</sup> nanna-amar-mu-gin <b>dumu</b> <i>šu-ir-ra</i>	before <sup>d</sup> Nannamar-mugin son of Šu-ira
22	<b>igi</b> <i>na-bi-ì-lí-šu</i> <b>šeš-a-ni</b>	before Nabilšu his brother
23	<b>igi</b> <sup>d</sup> muš-lú-ti <b>dumu</b> <i>i-din-é-a</i>	before <sup>d</sup> Mušlúti son of Idi-éa
24	<b>igi</b> <sup>d</sup> iškur-ra-bi <b>dumu</b> <sup>d</sup> nanna-á-zi-da	before <sup>d</sup> Iškurabi son of <sup>d</sup> Nannázida
25	<b>igi</b> <i>ta'-ab-ši-la-šu</i> <b>dumu</b> <i>bu-da-du</i>	before Ṭabšilašu son of Budadu
26	<b>igi</b> <i>šu-ku-bu-um</i> <b>dumu</b> <i>ši-lí-eš<sub>4</sub>-tár</i>	before Šukubum son of Šilí-Ištar
27	<b>igi</b> <i>ip-qú-eš<sub>4</sub>-tár</i> <b>dub-sar</b>	before Ipqú-Ištar, the scribe
28	<b>igi</b> <sup>u</sup> utu-ga-mil <b>dumu</b> <b>lú-</b> <sup>d</sup> EN-ZU	before <sup>d</sup> Utugamil son of Lú- <sup>d</sup> Sîn. (according to Charpin there is no the print on the shelf and it is mutilated; also illegible print on the envelope BM 33313)
29	<b>kišib-lú-inim-ma-bi-meš</b>	The witnesses sealed it.
30	<b>iti</b> <b>šu-numun-a</b>	The month Simanu.
31	<b>mu</b> <b>i<sub>7</sub></b> <b>buranun-na-ba-lá</b>	In the year he dug the canal of the Euphrates.

Rev		
1	[x x x x x x x x x-i/ <u>g-ra-at</u> <sup>d</sup> [x x]	(damaged text)
2	[x] <sup>giš</sup> <b>ig</b> <b>é</b> <b>ù</b> [x x x]	doors of house and
3	1 <sup>giš</sup> MES AN-KU 1 <sup>giš</sup> [x x]	1 table, 1 (wood-something)
4	[x] <b>gán</b> <b>kiri<sub>6</sub></b> <b>da</b> [...]	[X] <b>iku</b> of orchard beside [...]; (and)
5	[x] <b>sag-ir</b> [...]	a slave named [...]:
6	<b>[ḫa-l]a</b> <i>u-bar-</i> <sup>d</sup> EN-ZU] [ <i>lacune</i> ]	are the inheritance share of Urbar-Sîn. (damaged text)
1	<b>[še]š</b> <b>ki</b> <b>šeš</b> <b>u[gu...]</b>	Brothers they....(damaged text)
2	<b>mu</b> <sup>u</sup> nanna <sup>u</sup> [tu...]	They have sworn by Sîn, Šamaš and
3	<b>lugal-e</b> [...]	the king [...].
4	<b>igi</b> <sup>u</sup> nanna [...]	before <sup>d</sup> Nanna [...]
5	<b>[igi</b> <i>n]a-bi-ì-[...]</i>	[before N]a-bi-ì-[...]
6	<b>[igi]</b> <sup>u</sup> muš-[...]	[before] <sup>d</sup> Muš-[...]
7	<b>[igi]</b> <sup>d</sup> iškur-ra-b[i...]	[before] <sup>d</sup> Iškurab[i...]

8	[igi] <i>ta'-ab-ši-l[a-šu...]</i>	[before] Ṭabšil[ašu...]
9	[igi] <i>ip-qú-eš<sub>4</sub>-tār dumu [...]</i>	[before] Ipqú-Iš <sub>4</sub> tār son of [...]
10	[igi] <i>šu-ku-bu-um dumu [...]</i>	[before] Šukubum son of [...]
11	[igi] <i>ga-ma-li- [...]</i>	[before] Gamali- [...]
12	<b>igi</b> [...]	before [...]

## 1.5 Outline of division of property

Table 1 Division of assets between contractual parties: Migrat-<sup>d</sup>Sîn, Ubar-<sup>d</sup>Sîn and Ì-lí-sukkal

Migrat- <sup>d</sup> Sîn	Ubar- <sup>d</sup> Sîn	Ì-lí-sukkal
Omitted text	1 <b>sar</b> of built house 2 doors of house and attic 1 table, 1 table	1 <b>sar</b> of built house 2 doors of house and attic a table of luxury
2 <b>iku</b> ...	[x] <b>iku</b> of orchard	1 <b>iku</b> of orchard
1a named slave [...]	a slave named Warad-ilîya	a slave named Gula-ummî

## 1.6 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the bare-bone elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Children/siblings: Migrat- <sup>d</sup> Sîn, Ubar- <sup>d</sup> Sîn and Ìlî-sukkal.
E 2	Estate owner	Unnamed paternal estate: (Sîn-šemî).
E 3	Estate assets: fully or partially divided	Entire estate is divided - the texts mention assets, such as house, garden, slaves and house objects and all three children's awarded divided shares.
E 4	Mutual Consent	Terms: <i>zi-i-zi</i> - they carried out the division and <b>šeš ki šeš ugu-ni nî-na-me-en</b> - there will be no complaint of the contractual parties against one another.

E	<i>Raison</i>	Exchange.
5	<i>de'Être</i>	

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Larsa, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will ( <sup>giš</sup> <b>sub-ba</b> <i>/išqu</i> )	None.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is/ completely divided/ straw to gold	None.
Nat 6	No claim	Line 19: that there will be no complaint of against one another.
Nat 7	Oath in temple	No oath in temple. Oath: lines 19- 20 - they have sworn by Sîn, Šamaš and King Rîm-Sîn.
Nat 8	Preference portion	None.
Nat 9	Shares: equal	None.

Nat 10	Trustee	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	<b>Igi</b> , translated as “before”.

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties	Names of the contractual parties, namely: Migrat- <sup>d</sup> Sîn, Ubar- <sup>d</sup> Sîn, Ìlî-sukkal.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Description of unit, extent of unit and position on or in relating to the unit, e.g.: [x] <b>iku</b> of orchard located next to the house of Migrat-Sîn; a slave named Warad-ilîya, 1 <b>sar</b> of built house located next to the inheritance share of Migrat-Sîn; 2 doors of house and attic, 1 table, and a slave named Gula-ummî.
I4	Special legal terms/ Symbolism	Line 5 & 11: <b>ha-la</b> - is the inheritance share of Urban-Sîn. Line 18: <b>ha-la</b> - is the inheritance share <sup>d</sup> Ilî-sukkallum. Line 19: <i>zi-i-zu šeš ki šeš ugu-ni nî-na-me-en</i> - they carried out the division; that there will be no complaint of against one another.
I5	Oath: king and/or gods	Line 19- 20: <b>mu</b> <sup>d</sup> nanna <sup>d</sup> utu ù ri-im- <sup>d</sup> EN-ZU <b>lugal-e in-pàd-meš</b> - they have sworn by Sîn, Šamaš and King Rîm-Sîn.
I6	Witnesses' names, rank/family standing	Line 21-28: witnesses name and status (son of X).



Qualities of Division Text		
I7	Language	Sumerian and some Akkadian terms.
I8	Location	Larsa.
I9	Tablet's condition	TS 19a (BM 33286 + 33295) is not in a good condition for parts of texts are omitted and there is an unreadable print on the envelope. The second tablet is not in a good condition. According to Charpin (1980:213) regarding the seals there were no imprints on one tablet and on the envelope.
I10	Number of copies	One copy and all contractual parties' agreed portions were recorded in this one tablet.
I11	Date Formula	The month Simanu (Compare Cohen (1993)) Line 30-31: in the year he dug the canal of Euphrates. “year (Rīm-Sîn) built the great city wall of Iškun-Šamaš on the bank of the Euphrates”. <sup>5</sup> Sigrist (1990:41-42) translated the year name as “year he built the wall of Iškun-Šamaš (located) on the bank of the Euphrates”. (Rīm-Sîn 10 <sup>th</sup> regal year).
I12	Seals Impressions	TS 19 (BM33206) line 29-31: second tablet is not in a good condition. According to Charpin (1980:213) regarding the seals there are no imprints on the second tablet TS 19a (BM 33286 + 33295) and on the envelope.
I13	Rhythm sequence Special Style	Essential elements: Larsa seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B) (Larsa seq E.1: DF:B,S). Natural elements: Nat 6 no claim, Nat 7 oath, Nat 9 shares: equal, Nat 12 witnesses.

<sup>5</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yearnames/HTML/T10K10.htm>. Cited 2 February 2012.

## 2. (L2) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS BÊLESSUNU & HIŠŠÂTUM

### 2.1 Source

The museum number is BM 33201 and catalogue number TS 18. Charpin (1980:212,73) transcribed the text and translated it in French. The text TS 18a (BM 33201a) is a variant thereof. The researcher translates the transcription and French text, in English. The plate was not made available by Charpin (1980).

### 2.2 Background information

This is a division agreement of an unnamed paternal estate between two brothers Bêlessunu and Hiššâtum, regarding the awarded divided assets of both brothers, recorded in the Rîm-Sîn-period.

### 2.3 Family members

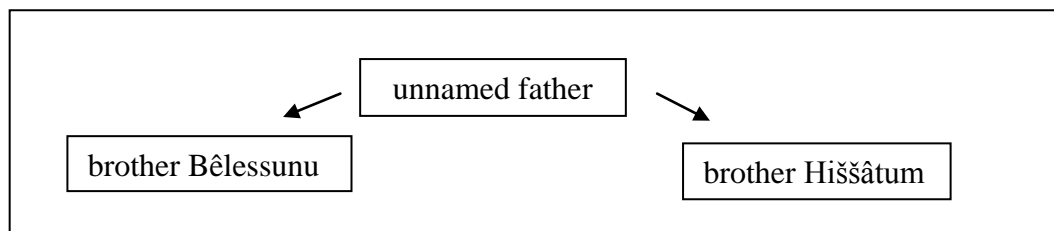


Figure 2 Schematic outline of family: unnamed father and sons Bêlessunu and Hiššâtum

### 2.4 Transcription and translation

Transcription of TS 18 (BM 33201) and translation by Charpin (1980:212:73).

1	5/6 <b>sar</b> 20 <b>še é-dù-a</b>	<sup>5</sup> /6 <b>sar</b> 20 <b>še</b> de terrain bâti
2	1/2 <b>sar</b> <b>gá-nun</b>	(ainsi qu') un entrepôt d' 1/2 <b>sar</b>
3	1 <sup>giš</sup> <i>ig</i> <b>zé-na</b> <i>gišimmar</i>	(avec) une porte en nervures de palme
4	1 <sup>giš</sup> <i>ig</i> <sup>giš</sup> <i>gišimmar</i>	(et) une porte en bois de palmier,
5	<b>da é dingir-na-ši-ir</b>	(situés) à côté du terrain d'Ilum-nâšir;
6	30 <b>sar</b> <b>kiri</b> <sub>6</sub> <sup>giš</sup> <i>gišimmar</i> <b>ib-si</b>	30 <b>sar</b> de verger complanté de palmiers

7	13 $\frac{1}{3}$ <b>sar</b> <i>kislah</i>	(avec) 13 $\frac{1}{3}$ <b>sar</b> de terrain nu,
8	<b>da kiri<sub>6</sub></b> <i>hi-iš-ša-tum</i>	à côté u verger de Hiššâtum:
9	<b>ha-la</b> <i>be-le+-sú-nu</i>	(telle est) la part de Bêlessunu.
10	$\frac{5}{6}$ <b>sar</b> <b>é-dù-a</b>	$\frac{5}{6}$ <b>sar</b> 20 <b>še</b> de terrain bâti
11	$\frac{1}{2}$ <b>sar</b> <b>gá-nun+</b>	(ainsi qu') un entrepôt d' $\frac{1}{2}$ <b>sar</b>
12	<i>1<sup>giš</sup>ig<sup>giš</sup>gišimmar</i>	(avec) une porte en bois de palmier
13	<b>da é a-pil-</b> <sup>d</sup> EN-ZU <i>kuš<sub>7</sub></i>	(situés) à côté du terrain du <b>kizû</b> Apīl-Sîn;
14	30 <b>sar kiri<sub>6</sub></b> <sup>giš</sup> <i>gišimmar +</i>	30 <b>sar</b> de verger complanté de palmiers,
15T	13 $\frac{1}{3}$ <b>sar</b> <i>kislah</i>	(avec) 13 $\frac{1}{3}$ <b>sar</b> de terrain nu,
16	<b>da kiri<sub>6</sub></b> <i>a-wi-ia-tum</i>	à côté du verger d'Awiyatum:
17R	<b>ha-la</b> <i>hi-iš-<sup>o</sup>ša-tum</i>	(telle est) la part de Hiššâtum.
18	<b>o- é kiri<sub>6</sub></b> <sup>giš</sup> <i>kár nî-šu-gal*</i>	Terrain, verger, mobilier, biens meubles
19	<b>nî*-gá*-gál-la</b>	et liquidités autant qu'il y en avait,
20	<i>ša ad-da-ne -o ì-ba-e-ne+(21)</i>	qui appartenait à leur père, elles ont
21	<b>mu</b> <sup>d</sup> <i>nanna<sup>d</sup>utu</i>	divisé.
22	<i>ù ri-im-</i> <sup>d</sup> EN-ZU <b>lugal-e in-pàd +</b>	Clause de non revendication (18a
23	<b>igi</b> <i>ši-lí-eš<sub>4</sub>-tár +</i>	seulement), serment, témoins et date
24	<b>igi lú-</b> <sup>d</sup> <b>en-líl-lá +</b>	
25	<b>igi</b> <sup>d</sup> EN-ZU- <i>pi-la-ah</i>	
26	<b>igi</b> <sup>d</sup> EN-ZU- <i>i-ri-ba-<sup>o</sup>am +</i>	
27	<b>igi</b> <i>pi-ir-hu-um +</i>	
28	<b>igi</b> <i>u-bar-<sup>d</sup>utu +</i>	
29	<b>igi</b> <i>dumu-um-mi-im +</i>	
30	<b>igi</b> <i>u-bar-umn aga-uš</i>	
31	<b>igi</b> <i>i-bi-<sup>d</sup>nin-šubur +</i>	
32	<b>igi</b> <i>é-a-i-dí-nam +</i>	
33	<b>igi</b> <i>i-bi-<sup>d</sup>nin-šubur +</i>	
34TL	<b>iti zíz-a</b>	
35	<b>mu ki-sur-ra</b> <sup>ki</sup> <b>ba-an-díb +</b>	

1	<sup>5</sup> / <sub>6</sub> <b>sar</b> 20 <b>še é-dù-a</b>	<sup>5</sup> / <sub>6</sub> <b>sar</b> 20 <b>še</b> of built house;
2	<sup>1</sup> / <sub>2</sub> <b>sar</b> <b>gá-nun</b>	<sup>1</sup> / <sub>2</sub> <b>sar</b> (with) a door;
3	1 <sup>giš</sup> <i>ig</i> <b>zé-na</b> <i>gišimmar</i>	in veins of the palm (and);
4	1 <sup>giš</sup> <i>ig</i> <sup>giš</sup> <i>gišimmar</i>	a door out of wood of a palm tree,
5	<b>da é dingir-na-ši-ir</b>	(located) next to the house of Ilum-nâšir;
6	30 <b>sar</b> <b>kiri<sub>6</sub></b> <sup>giš</sup> <i>gišimmar</i> <b>ib-si</b>	30 <b>sar</b> of orchard of palm trees;
7	13 <sup>1</sup> / <sub>3</sub> <b>sar</b> <b>kislah</b>	(with) 13 <sup>1</sup> / <sub>3</sub> <b>sar</b> of open area,
8	<b>da</b> <b>kiri<sub>6</sub></b> <i>hi-iš-ša-tum</i>	(located) next to the orchard of Hiššâtum:
9	<b>ha-la</b> <i>be-le+-sú-nu</i>	are the inheritance share of Bêlessunu.
10	<sup>5</sup> / <sub>6</sub> <b>sar</b> <b>é-dù-a</b>	<sup>5</sup> / <sub>6</sub> <b>sar</b> 20 <b>še</b> of built house;
11	<sup>1</sup> / <sub>2</sub> <b>sar</b> <b>gá-nun+</b>	<sup>1</sup> / <sub>2</sub> <b>sar</b> (with) a door;
12	1 <sup>giš</sup> <i>ig</i> <sup>giš</sup> <i>gišimmar</i>	out of wood of a palm tree;
13	<b>da é a-pil-</b> <sup>d</sup> EN-ZU <i>kuš<sub>7</sub></i>	(located) next to the house of Apīl-Sîn;
14	30 <b>sar</b> <b>kiri<sub>6</sub></b> <sup>giš</sup> <i>gišimmar</i> +	30 <b>sar</b> of orchard of palm trees
15T	13 <sup>1</sup> / <sub>3</sub> <b>sar</b> <b>kislah</b>	(with) 13 <sup>1</sup> / <sub>3</sub> <b>sar</b> of open area
16	<b>da</b> <b>kiri<sub>6</sub></b> <i>a-wi-ia-tum</i>	(located) next to the orchard of
		Awiyatum:
17R	<b>ha-la</b> <i>hi-iš-ša-tum</i>	are the inheritance share of Hiššâtum.
18	o- <b>é</b> <b>kiri<sub>6</sub></b> <sup>giš</sup> <i>kár</i> <b>nì-šu-gal*</b>	Movable ground, orchard, furniture,
19	<b>nì*-gá*-gál-la</b>	goods and liquidities as much as there
20	<b>ša ad-da-ne -o ì-ba-e--+(21)</b>	were, who belonged to their father, they
		all agree to the division. (Clause of
		nonclaim in 18a only).
21	<b>mu</b> <sup>d</sup> <i>nanna</i> <sup>d</sup> <i>utu</i>	They sworn by Sîn, Šamaš and King Rîm-
22	<i>ù ri-im-</i> <sup>d</sup> EN-ZU <b>lugal-e in-pàd</b> +	Sîn.
		(Following the witnesses- and date clause)
23	<b>igi</b> <i>ši-lí-eš<sub>4</sub>-tár</i> +	before Šilí-Iš <sub>4</sub> tár
24	<b>igi</b> <b>lú-</b> <sup>d</sup> en-líl-lá +	before Lú- <sup>d</sup> Enlílá
25	<b>igi</b> <sup>d</sup> EN-ZU- <i>pi-la-ah</i>	before <sup>d</sup> Sîn-upilah
26	<b>igi</b> <sup>d</sup> EN-ZU- <i>i-ri-ba-<sup>o</sup>am</i> +	before <sup>d</sup> Sîn-iribam
27	<b>igi</b> <i>pi-ir-hu-um</i> +	before Pirhum
28	<b>igi</b> <i>u-bar-</i> <sup>d</sup> <i>utu</i> +	before Ubar- <sup>d</sup> Utu

29	<b>igi</b> <i>dumu-um-mi-im</i> +	before Dumumim
30	<b>igi</b> <i>u-bar-umn aga-uš</i>	before Ubarumnaga-uš
31	<b>igi</b> <i>i-bi-<sup>d</sup>nin-šubur</i> +	before Ebi- <sup>d</sup> Ninšubur
32	<b>igi</b> <i>é-a-i-dí-nam</i> +	before Éa-idínám
33	<b>igi</b> <i>i-bi-<sup>d</sup>nin-šubur</i> +	before Ibi- <sup>d</sup> Ninšubur
34TL	<b>iti zíz-a</b>	In the month <b>zíz-a</b>
35	<b>mu ki-sur-ra<sup>ki</sup> ba-an-díb</b> +	In the year in which Kisurra was seized

TS 18a (BM 33201a) variant: Charpin (1980:212) following researcher's translation.

9 + et 11	<b>+na</b>	
14	<b>+íḫ-si</b>	
18-20	<b>° é kiri<sub>6</sub> x [x] x nì.ga / ša at-ta-a-ni</b>	Movable ground, orchard, furniture,
20	<b>+u<sub>4</sub>*-kúr-*šè nu-mu-u[nu-gi<sub>4</sub>-dè]</b>	goods and liquidities as much as there
22	<b>+meš</b>	Following with names of witnesses and
23	<b>+dumu</b> <sup>d</sup> EN-ZU- <i>iš-me-ni</i>	status (son of X): not translated here,
24	<b>+dumu</b> <i>a-pil-ša-wa-qar</i>	tablet damaged.
25	<b>+dumu</b> <i>ša-ma-a-a</i>	
26	<b>°om. +dumu</b> <sup>d</sup> EN-ZU- <i>mu-ba-lí-it</i>	
27	<b>+dumu</b> <sup>d</sup> EN-ZU- <i>iš-me-ni</i>	
28	<b>+dumu</b> <i>i-din-dingir</i>	
29	<b>+dumu</b> <i>ì-lí-a-še-ri</i>	
31	<b>+šu-HA</b>	
32	<b>+dumu</b> <i>sà-sí-ia</i>	
33	<b>+dub-sar kišib-lú-inim-ma-bi-meš</b>	
35	<b>+ù<sup>giš</sup> tukaḷ kal-ga-ni-ta / <sup>d</sup>en-líl-le mu-na-sì-ma'-ta / bàd-an<sup>ki</sup> mu-na-hul-aa</b>	
Seal	<b>S1</b> <i>ši-lí-eš<sub>4</sub>-tár / dumu</i> <sup>d</sup> EN-ZU- <i>iš-me-ni</i>	

## 2.5 Outline of division of property

**Table 2 Division of assets between contractual parties: Bêlessunu and Hiššâtum**

<b>Bêlessunu</b>	<b>Hiššâtum</b>
$\frac{5}{6}$ <b>sar</b> 20 še of built house $\frac{1}{2}$ <b>sar</b> (with) a door in veins of palm (and) a door out of wooden of palm tree 30 <b>sar</b> of orchard of palm trees (with) 13 $\frac{1}{3}$ <b>sar</b> of open area	$\frac{5}{6}$ <b>sar</b> 20 še of built house $\frac{1}{2}$ <b>sar</b> (with) a door out of wooden of palm tree 30 <b>sar</b> of orchard of palm trees (with) 13 $\frac{1}{3}$ <b>sar</b> of open area

## 2.6 Elements of the family deceased division agreement

### (a) *Essential elements*

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E1	Family connection	Brothers and their father's estate.
E2	Estate owner	Unnamed father (lines 18-20: who belonged to their father, they divided).
E3	Estate assets: fully or partially divided	It seems the whole estate is divided – a built house, wood and an orchard form part of the division. No slaves are mentioned. Both brothers' divided awarded assets are included. References are made to "as much as there was" and "movable ground, orchard, furniture, goods and liquidities as much as there were, who belonged to their father, they divided".
E4	Mutual Consent	Line 20: they divided.
E5	<i>Raison de l'Être</i>	Exchange – <i>quid pro quo</i> equal division.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Larsa, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in/equal shares	None.
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is	Lines 18-20: movable ground, orchard, furniture, goods and liquidities as much as there were, who belonged to their father, they divided.
Nat 6	No claim	According to Charpin the clause of no claim, occur only in text 18a only.
Nat 7	Oath in temple	No oath in temple. Oath: lines 21 - they sworn by Sîn, Šamaš and King Rîm-Sîn.
Nat 8	Preference portion	None.
Nat 9	Shares: equal	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> translated as “before”.

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties	Brothers Bêlessunu and Hiššâtum.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Reference to the description of unit, extent of unit, boundaries of unit: e.g. $\frac{5}{6}$ <b>sar</b> 20 <b>še</b> of built house $\frac{1}{2}$ <b>sar</b> (with) a door in veins of palm (and) a door out of wooden of palm tree, (located) beside the ground of Ilum-nâšir; 30 <b>sar</b> of orchard of palm trees (with) 13 $\frac{1}{3}$ <b>sar</b> of open area, at side of the orchard of Hiššâtum.
I4	Special legal terms/ Symbolism	Line 9: is the inheritance share of Bêlessunu. Line 17R: is the inheritance share of Hiššâtum. Lines 18-20: movable ground, orchard, furniture, goods and liquidities as much as there was, who belonged to their father, they divided. Line 20: they divided.
I5	Oath: king and/or gods	Line 21: oath to Nana, Utu and the king.
I6	Name of Witnesses	Name of witness and status (son of X).
Qualities of Division Text		
I7	Language	Sumerian & Akkadian.
I8	Location	Larsa.
I9	Tablet's condition	Not in a good condition for some lines in text are damaged.
I10	Number of copies	Only one copy for both brothers' awarded divided assets were recorded in the text.



I11	Date Formula	Line 35: in the year in which Kisurra was seized (20 <sup>th</sup> regal year of Rîm-Sîn) <sup>6</sup>  Compare also Sigrist (1990:48-49) “year he annexed Kisurra to Larsa and with the help of the mighty weapon given to him by Enlil destroyed Durum”.
I12	Seals Impressions	Present.
I13	Rhythm sequence Special Style	Essential elements:  Larsa seq E.2 Estate owner: deceased father (DF), contractual party: sister/s (S) & brother/s (B) (Larsa seq E.2:DF;S,B)  Natural elements:  Larsa seq Nat 3: others  (Nat 5 much as there is, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses).

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<sup>6</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T10K10.htm>. Cited 2 February 2012.

### 3. (L3) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS SÎN-IMGUR & SASIYA

#### 3.1 Source

Tablets TS 24 (BM 33204) with a transcription by Charpin (1980:215-216) and translation by Charpin (1980:30). Charpin transcribed and translated the tablets in French, following with the researcher's English translation. No plate was published.

#### 3.2 Background information

This is a division agreement of an unnamed paternal estate, between the brothers Sîn-igur and Sasiya regarding the awarded divided assets of both brothers. The text is recorded in the Rîm-Sîn-period in the king's 34<sup>th</sup> year of his reign.

#### 3.3 Family members

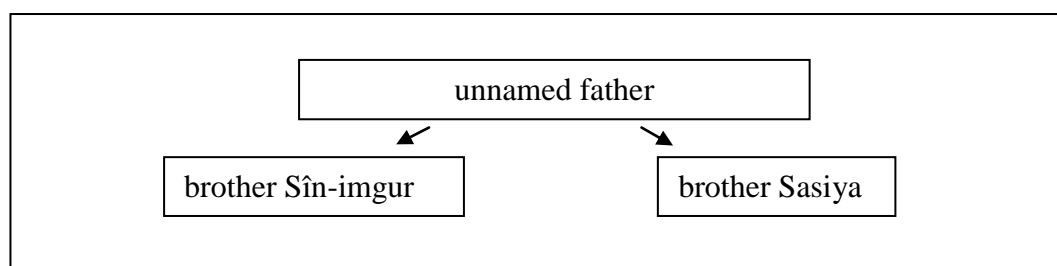


Figure 3 Schematic outline of family: unnamed father and sons Sîn-igur and Sasiya

#### 3.4 Transcription and translation

Transcription by Charpin (1980:215-216) regarding TS 24 (BM 33204) and translation by Charpin (1980:30).

Obv		
1	<b>kiri</b> <sub>6</sub> <i><sup>l</sup>ip-qú-šu</i>	le jardin d'Ipqušu
2	<i>ma-la ú-še-šu</i>	autant qu'on en a fait sortir selon l'Edit royal
3	<b>dumu-meš</b> <i>sá-sí-ia</i>	les fils de Sasiya
4	<i>ù <sup>d</sup>EN-ZU-im-gur</i>	et Sîn-igur

5	<i>mi-it-ha-ri-iš</i>	l'ont partagé
6	<i>i-zu-uz<sub>4</sub>-zu</i>	à égalité
7	<b>mu lugal-bi in-[pàd]</b>	Serment, témoins et date
8	<b>igi</b> <sup>d</sup> <i>nanna</i>	
9	<sup>Id</sup> <i>utu</i>	
10	<sup>I</sup> AN-KA- <sup>d</sup> [...]	
11	<sup>Id</sup> EN-ZU- <i>apin</i> [...]	
12	<sup>I</sup> <i>ir-eš<sub>4</sub>-t[ár]</i>	
13	<sup>Id</sup> EN-ZU- <i>i-ri-ba-a[m]</i>	
14	<b>kišib-a-ni íb-ra-aš</b>	
15	<b>mu-ús-sa 5-kam</b>	
16	<b>ì-si-i[n]</b>	
17	<b>ba-an-d[ib]</b>	

Transcription by Charpin (1980:215-216) regarding TS 24 (BM 33204) and translation by the researcher.

Obv		
1	<b>kiri</b> <sub>6</sub> <sup>I</sup> <i>ip-qú-šu</i>	The garden of Ipqušu
2	<i>ma-la ú-še-šu</i>	as far as one made some leave according to the
		royal Edict
3	<b>dumu-meš</b> <i>sá-sí-ia</i>	brothers Sasiya
4	<i>ù</i> <sup>d</sup> EN-ZU- <i>im-gur</i>	and Sîn-ingur
5	<i>mi-it-ha-ri-iš</i>	agreed to the division and divide the estate
6	<i>i-zu-uz<sub>4</sub>-zu</i>	equally.
7	<b>mu lugal-bi in-[pàd]</b>	Sworn before Sîn and Šamaš and the king
8	<b>igi</b> <sup>d</sup> <i>nanna</i>	
9	<sup>d</sup> <b>utu</b>	
10	<sup>I</sup> AN-KA- <sup>d</sup> [...]	Seals of...
11	<sup>Id</sup> EN-ZU- <i>apin</i> [...]	
12	<sup>I</sup> <i>ir-eš<sub>4</sub>-t[ár]</i>	
13	<sup>Id</sup> EN-ZU- <i>i-ri-ba-a[m]</i>	
14	<b>kišib-a-ni íb-ra-aš</b>	The witnesses sealed it.
15	<b>mu-ús-sa 5-kam</b>	Year 5 he seized

16	<b>ì-si-i[n]</b>	Isin.
17	<b>ba-an-d[ib]</b>	

Transcription Charpin (1980:215-216) TS 24 (BM 33204) and translation by the researcher.

Rev		
1	<b>[ki]ri[i<sub>6</sub> ...]</b>	The garden of
2	<i>[m]a-la [a-na ši-im-d]a*-at*</i>	as far as one made some leave according to the
3	<i>[ša]r-ri-im [ú]-[še]-šú-ni-im</i>	royal Edict
4	<b>[dumu-]meš sà-sí-ia</b>	brothers Sasiya
5	<b>[ù<sup>d</sup>]EN-ZU-im-gur</b>	and Sîn-ingur
6	<i>[mi-it-ha]-ri-iš</i>	agreed to the division and divide the estate
7	<i>[i-zu-uz]-zu</i>	equally.
8	<b>mu lugal-bi in-[pàd]</b>	Sworn before the king
9	<b>igi<sup>d</sup> nanna</b>	Sîn
10	<b>[<sup>d</sup>]utu</b>	and Šamaš
11	<sup>I</sup> AN-KA- <sup>d</sup> [x.x]	(Witness clause however damaged)
12	<sup>Id</sup> EN-ZU-[ <i>apin</i> ]	
13	<b>dumu<sup>d</sup>x x x</b>	son of [...]
14	<sup>Id</sup> EN-ZU-i-ri-ba-am	
15	<sup>I</sup> ir-[ <i>eš<sub>4</sub>-tár</i> ]	
16	<b>[kišib]-lú-inim-[m]a-<sup>r</sup>bi<sup>r</sup>-m[eš]</b>	Seals of ...
17	<b>[iti] kin-inanna u<sub>4</sub>[...]</b>	Month of Kin-Inanna u <sub>4</sub> [...]
18	<b>[mu]ús-sa [...]</b>	Year 5 he seized Isin (damaged text).
19	<b>ì-si-[in]</b>	

### 3.5 Elements of the family deceased division agreement

#### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E	Family	Brothers.
1	connection	

E 2	Estate owner	Paternal estate, no named parent.
E 3	Estate assets: fully or partially divided	Text omitted: mention only a garden, although both brothers' divided shares were recorded.
E 4	Mutual Consent	Lines 5-6: <i>mi-it-ha-ri-iš i-ṣu-uṣ<sub>4</sub>-ṣu</i> : they agreed to the division and divide the estate equally.
E 5	<i>Raison de'Être</i>	Exchange, no <b>búr</b> -clause.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Larsa, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is	None.
Nat 6	No claim	None.
Nat 7	Oath in temple, oath	No oath in temple. Oath: lines 8-9: sworn before the king, Šîn and Šamaš.
Nat 8	Preference portion	None.

Nat 9	Shares: equal	TS 24 (BM 33204) line 5 & TS 24 (BM 33204) line 6: <i>mi-it-ha-ri-iš</i>
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> translated as “before”.

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties	Brothers.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Description of unit: only a garden, the garden of <i>Ipqušu</i> .
I4	Special legal terms	Lines 5-6: <i>mi-it-ha-ri-iš i-zu-uza-zu</i> - agreed to the division and divide the estate equally.
I5	Oath: king and/or gods	Line 7: <b>mu lugal-bi in-[pàd]</b> and lines 8-9: <b>mu lugal-bi in-[pàd] igi</b> <sup>d</sup> <i>nanna</i> <sup>IId</sup> <i>utu</i> – sworn before the king, Sîn and Šamaš.
I6	Witnesses' names, rank/family standing	The term <b>igi</b> (before) is used following with the name and status (son ( <b>dumu</b> ) of X) of the witnesses.

Qualities of Division Text		
I7	Language	Sumerian.
I8	Location	Larsa.
I9	Tablet's condition	Omitted text – tablet is damaged.
I10	Number of copies	One copy, only garden which is divided equally and recorded on tablet.
I11	Date Formula	<p>Month of <b>Kin-Inanna u<sub>4</sub></b> [...]. Compare Cohen's (1993:104-106, 227) discussions of this term Kin-Inanna. The festival was held in honor of the goddess Inanna. Cohen (1993:105) opines that the main cultic activities were held in the temple where offerings of grain and cattle were made to the goddess Inanna.</p> <p>Lines 15-17 - year 5 he seized Isin (year 34).<sup>7</sup></p> <p>Sigrist (1991:59-60) refers to the king's 30<sup>th</sup> reign year and translated the year name as follows: "year the true shepherd Rīm-Sîn with the help of the mighty weapon of An, Enlil and Enki had Isin, the royal place, and its inhabitants whose life he spared taken, and he made great his fame."</p>
I12	Seals Impressions	Present. According to Charpin (1980:216) there is a unreadable seal on the envelope; included also printed two seals (Line 4: <sup>ld</sup> EN.ZU) – on the tablet as on the envelope.
I13	Rhythm sequence Special Style	<p>Essential elements:</p> <p>L3 Larsa seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B) (Larsa seq E.1: DF:B)</p> <p>Natural elements:</p> <p>(Nat 7 Oath, Nat 9 Equal shares, Nat 12 Witnesses)</p>

<sup>7</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T10K10.htm>. Cited 2 February 2012.

#### 4. (L4) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS LIPIT-IŠTAR, APIL-SÎN, APIL-ILIŠU AND ŠAMAŠ-MĀGIR

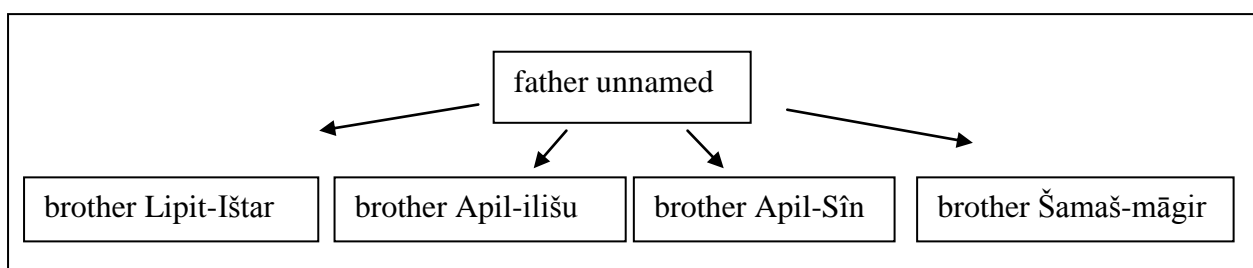
##### 4.1 Source

Leemans (1954:34-38) number 23 (LB 1050). Leemans' (1954:34-38) outlines of his transcription and translation are as follows: lines 1-25 are based on the case and complemented by the tablet; the line on the case complements lines 26-34 on the tablet; lines 35-41 on the case and lines 42 *ss* are a combination of the tablet and case. No plate was published.

##### 4.2 Background information

This is a division agreement of an unnamed paternal estate between brothers regarding the awarded assets divided among all of the brothers Lipit-Ištar, Apil-Sîn, Apil-ilišu and Šamaš-māgir. The agreement is concluded in the Rīm-Sîn-period and unfortunately, the date is unknown due to the damaged tablet.

##### 4.3 Family members



**Figure 4 Schematic outline of family: unnamed father and sons brothers Lipit-Ištar, Apil-Sîn, Apil-ilišu and Šamaš-māgir**



#### 4.4 Transcription and translation

Transcription and translation by Leemans (1954:34-38).

1	[x sar é-dù-a da é (?) L]ú- <sup>d</sup> [ ]xx	[... sar with house built on it, confining to the house of] Lu-...,
2	[x sar <sup>giš</sup> ki]r[i <sub>6</sub> ]	[...sar of] garden,
3	[x sar kankal uru <sup>ki</sup> (?)]-Mu-l[u-ú(?)]	[...sar of fallow at Āl-]Mulū(?),
4	[x iku x sar] <sup>giš</sup> kiri <sub>6</sub> <sup>ur</sup> uru <sup>ki</sup> -R[a-bi(?)]-ú	[...iku, x sar] of garden Āl-Rabiu,
5	[1 sag-gemé <sup>d</sup> Na]-na-a-ga-mi-la-a[t m]u-ni	[1 slavegirl Nanâ-gamilat by name,
6	[1 sag-gemé] <sup>A</sup> A-[ <sup>h</sup> ha(?)]-tum mu-ni	[1] slavegirl Aḫātum (?) by name,
7	[1] sag-gemé <sup>U</sup> U-[x]- <sup>d</sup> Ištar mu-ni	[1] slavegirl U...-Ištar by name,
8	1 sag-gemé Ku-[x]-tum mu-ni	1 slavegirl Ku..tum by name,
9	1 sag-arad <sup>l</sup> l-lí-un-ne-ni mu-ni	1 slave Ili-unnēni by name,
10	1 sag-arad <sup>l</sup> l-li-mu-ši-zi-bi mu-ni	1 slave Ili-mušēzibi by name,
11	1 sag-arad <sup>d</sup> Šamaš-ḫa-zi-ir mu-ni	1 slave Šamaš-ḫāzir by name,
12	1 sag-arad <sup>d</sup> Iškur-ḫé-gál mu-ni	1 slave Iškur-ḫegal by name,
13	1 ḫa-la <sup>d</sup> Šamaš-ma-gir	portion of Šamaš-māgir;
14	2 <sup>1</sup> / <sub>2</sub> sar é-dù-a [da]é <sup>d</sup> Nin-dar-ta-a-a-ar	2 <sup>1</sup> / <sub>2</sub> sar with house built on it, confining to the house of Nindar-taiiār,
15	36 sar <sup>giš</sup> kiri <sub>6</sub> 10(?) sar kankal u[ru <sup>ki</sup> -u-l]u-ú	36 sar of garden, 10 sar of fallow at Āl-Mulū
16	<sup>1</sup> / <sub>2</sub> iku 30 sar <sup>giš</sup> [ki]ri <sub>6</sub> uru <sup>ki</sup> -Ra-bi-ú	<sup>1</sup> / <sub>2</sub> iku 30 sar of garden at Āl-Rabiu,
17	1 sag-gemé <sup>Š</sup> Šum-ma-an-la- <sup>d</sup> Ištar mu-ni	1 slavegirl Šumman-lā-Ištar by name,
18	1 sag-gemé Bi(?)-il-ḫu-um mu-ni	1 slavegirl Bilḫum (?) by name,
19	1 sag-arad Warad- <sup>d</sup> Kab-ta mu-ni	1 slave Warad- <sup>d</sup> Kabta by name,
20	1 sag-arad A-bi-um-ki-ma-ili mu-ni	1 slave Abium-kīma-ili by name,
21	ù <sup>5</sup> / <sub>6</sub> ma-na kù-babbar ta-ap-pi-la-at bi-tim	and <sup>5</sup> / <sub>6</sub> mina of silver as compensation for the house, (are the inheritance)
22	1 ḫa-la A-pil- <sup>d</sup> Šin	(are the inheritance) portion of Apil- <sup>d</sup> Šin;
23	3 <sup>1</sup> / <sub>2</sub> sar é-dù-a da é <sup>d</sup> Šamaš-[ ]	3 <sup>1</sup> / <sub>2</sub> sar with house built on it, confining to the house of Šamaš-..., 36 sar of garden
24	36 sar <sup>giš</sup> [kiri <sub>6</sub> ]	
25	10 sar kankal uru <sup>ki</sup> -[ ]	10 sar of fallow at the town...,
26	<sup>1</sup> / <sub>2</sub> iku [30] <sup>ur</sup> sar <sup>giš</sup> kiri <sub>6</sub> uru <sup>ki</sup> -Uru-[ ]	<sup>1</sup> / <sub>2</sub> iku 30 sar of garden at Āl-Uru...,

27	1 <b>sag-gemé</b> <i>Sà-ar-bi-tum</i> <b>m[u-ni]</b>	1 slavegirl Sarbitum by name,
28	1 <b>sag-gemé</b> <i>Ta-ra-a-tum</i> <b>m[u-ni]</b>	1 slavegirl Taraiatum by name,
29	1 [ <b>sag-arad</b> ] <sup>d</sup> <i>Šamaš-tu-ra-am</i> <b>mu-ni</b>	1 [slave] Šamaš-turram by name,
30	[1 <b>ḥa-la</b> ] <i>A-pil-ì-lí-šu</i>	[portion] of Apil-ilišu;
31	2 <sup>2</sup> / <sub>3</sub> (?) <b>sar é-dù-[a x]</b> <b>sar é-ki-[gal<sub>6</sub>]</b>	2 <sup>2</sup> / <sub>3</sub> (?) <b>sar</b> with house built on it, x sar open site,
32	<b>da é</b> <sup>d</sup> <i>Sîn-a-pil-š[u]ù</i> <sup>d</sup> <b>Nanna-</b> [ ]	confining to the house of Sîn-apilšu and Nanna
33	36 <b>sar</b> <sup>giš</sup> <b>kiri<sub>6</sub></b> 10 <b>sa[r kankal]</b>	36 <b>sar</b> of garden, 10 sar [of fallow],
34	<sup>1</sup> / <sub>2</sub> <b>iku</b> 30 <b>sar</b> <sup>giš</sup> <b>kiri<sub>6</sub></b> <b>uru</b> [ <sup>ki</sup> - ]	<sup>1</sup> / <sub>2</sub> <b>iku</b> 30 <b>sar</b> of garden at the town...,
35	1 <b>sag-gemé</b> <sup>d</sup> <i>Ištar-dam-q[á-at</i> <b>mu-ni]</b>	1 slavegirl Ištar-damqat [by name],
36	1 <b>sag-arad</b> <i>Ip-kud-</i> <sup>d</sup> [ <i>Sîn(?)</i> <b>mu-ni]</b>	1 slave Ipku-[Sîn(?) by name],
37	1 <b>sag-arad</b> <i>Ṭāb<sup>ab</sup>-x-</i> [ <b>mu-ni]</b>	1 slave Ṭāb... [by name],
38	1 <b>sag-arad</b> <i>A-ni-da-a (?)</i> -[ <b>mu-ni]</b>	1 slave Anida (?)... [by name],
39	<b>ú</b> <sup>1</sup> / <sub>2</sub> <b>ma-na</b> <b>kù-babbar</b> <i>ta-[ap-pi-la-at bi-tim]</i>	and <sup>1</sup> / <sub>2</sub> <b>mina</b> of silver as com[pensation for the house],
40	[1 <b>ḥa-la</b> ] <i>Li-pi-it-</i> <sup>d</sup> <i>Ištar</i>	(are the inheritance) portion of Lipit-Ištar;
41	<b>é</b> <sup>giš</sup> <b>kiri<sub>6</sub></b> <b>sag-gemé</b> <b>sag-arad</b>	house, garden, female and male slaves,
42	<b>[nì]-ga-ra é-da-da-[e-ne]</b> <b>a-na gál-àm</b>	estate of their father's house as much as is extant,
43	[ ]-x <b>ur-sè-ga-bi</b> [ <b>ì-ba-e</b> ]- <b>ne</b>	they [have divided] into equal parts.
44	<b>[šeš-še]š-ra nu-ub-[ta-ba]l-e</b>	That the one and the other will not change it.
45	<b>[mu</b> <sup>d</sup> <b>Nan]</b> <b>na</b> <sup>d</sup> <b>Utu</b> [ <b>ù</b> <i>Ri-i]</i> <b>m-</b> <sup>d</sup> <i>Sîn</i> <b>lugal</b>	they have sworn by Nanna, Šamaš and
46	<b>[in]-pà(?)</b> -[ <b>dè</b> ]- <b>meš</b>	Rīm-Sîn, the king.
47	<b>[igi</b> ]-x- <b>ì-lí</b>	[before ...]..-ili,
48	<b>[igi</b> ] <b>šeš-a-ni</b>	[before....], his brother
49	<b>[igi</b> ] <b>i (or dumu)-an-na</b>	[before....]..-anna,
50	<b>[igi</b> <b>dumu]</b> <i>A-ḥu-šu-nu</i>	[before....] son of Aḥūšunu,
51	<b>[igi</b> ] <b>dam-kara</b>	[before....], the merchant,
52	<b>[igi</b> ]- <sup>d</sup> <i>Šamaš</i> <b>dam-kara</b>	[before....]-Šamaš, the merchant,
53	<b>[igi</b> <i>í-l]</i> <b>í-šu</b> <b>dam-kara</b>	[before....-il]išu, the merchant,
54	<b>[igi</b> ] <b>UD-MI-GIŠ</b>	[before....],....,

55	[igi ]- <sup>d</sup> Sîn dumu <sup>d</sup> Sîn-a-bi	[before....]-Sîn, son of Sîn-abi,
56	[igi ]-tim (?) -na	[before....]..,
57	[igi ] dam-kara	[before....,] the merchant,
58	[igi ]-a-a (?)	[before....]aia (?),
59	[igi ]-x-x	[before....]....,
60	[igi ]-ak(?) - <sup>d</sup> Šamaš	[before....]..-Šamaš;
61	[kišib-lú-enim-ma-bi-meš i]b-ra	[the seals of the witnesses he has impressed]
	(date lost)	
	Seals (on the case)	
1	A-wi-i-[ ] dumu Arad- <sup>d</sup> Nanna(?) ar[ad <sup>d</sup> Ni]n-šubur	Awī...., son of Arad-Nanna(?) servant of Nin-šubur (Ilabrat).
2	[Ap]-lu-ša [dumu I]lu-še-mi [arad] <sup>d</sup> Amurrum	[Ap]luša, [son of] Ilu-šēmi, [servant of] Amurrum.
3	<sup>d</sup> [ ] dumu [ ] [arad ]	....., son of...., servant of....,
4	[ ] dumu Arad-[ ] arad <sup>d</sup> Am[urrum]	..... son of Arad-...., servant of Amurrum.

#### 4.5 Outline of division of property

Estate property divided includes the following: house, garden, female and male slaves and the estate of the deceased father's house, "as much as is extant" (as much as there were).

**Table 3 Division of assets between contractual parties: brothers Lipit-Ištar, Apil-Sîn, Apil-ilišu and Šamaš-māgir**

Lipit-Ištar	Apil-ilišu	Apīl-Sîn	Šamaš-māgir
2 <sup>2</sup> / <sub>3</sub> (?) sar with house built on it, x sar open site 36 sar of garden, 10 sar [of fallow]	3 <sup>1</sup> / <sub>2</sub> sar with house built on it  36 sar of garden 10 sar of fallow at the town	2 <sup>1</sup> / <sub>2</sub> sar with house built on it  36 sar of garden, 10 sar of fallow at Āl-Mulū	[... sar with house built on it  [...sar of] garden, [...sar of fallow at Āl-]Mulū
½ iku 30 sar of garden at the town	1 <sup>1</sup> / <sub>2</sub> iku 30 sar of garden at Āl-Uru	½ iku 30 sar of garden at Āl-Rabiu	[...iku, x sar] of garden Āl-Rabiu
1 slavegirl Ištar-damqat [by name] 1 slave Ipku-[Sîn(?) by name] 1 slave Tāb-... [by name] 1 slave Anida (?)... [by name]	1 slavegirl Sarbitum by name 1 slavegirl Taraiatum by name 1 [slave] Šamaš-tam by name	1 slavegirl Šumman-lā-Ištar by name 1 slavegirl Bilḥum (?) by name 1 slave Warad-Kabta by name 1 slave Abium-kīma-ili by name	[1 slavegirl Nanâ-gamilat by name [1] slavegirl Aḫātum (?) by name [1] slavegirl U...-Ištar by name 1 slavegirl Ku-tum by name 1 slave Ili-un-nēni by name 1 slave Ili-mušēzibi by name 1 slave Šamaš-ḫāzir by name 1 slave Iškur-ḫegal by name
and ½ mina of silver as com[pensation for the house]		and 5/6 mina of silver as compensation for the house	

## 4.6 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Brothers.
E 2	Estate owner	No name of father, although in context the following: <b>in nì]-ga-ra é-da-da-[e-ne] a-na gál-àm</b> - estate of their father's house as much as is extant.
E 3	Estate assets: fully or partially divided	Whole of estate – due to the line: “estate of their father's house as much as is extant” reading with the line: “house, garden, female and male slaves, estate of their father's house as much as is extant, they [have divided] into equal parts”.
E 4	Mutual Consent	Line 43: [ ]-x <b>ur-sè-ga-bi [i-ba-e]-ne</b> - they [have divided] into equal parts.
E 5	<i>Raison de'Être</i>	Exchange and bringing in.

### (b) Natural elements

The natural elements are the choices from law and practice in Old Babylonian Larsa, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	Line 21: ù <sup>5</sup> / <sub>6</sub> <b>ma-na kù-babbar ta-ap-pi-la-at bi-tim</b> - and <sup>5</sup> / <sub>6</sub> mina of silver as compensation for the house regarding the awarded divide share of the 2 <sup>1</sup> / <sub>2</sub> <b>sar</b> house of Apil-Sîn. Line 39: ú <sup>1</sup> / <sub>2</sub> <b>ma-na kù-babbar ta-[ap-pi-la-at bi-tim]</b> - and <sup>1</sup> / <sub>2</sub> mina of silver as com[pensation for the house], regarding the awarded divided share of the 2 <sup>2</sup> / <sub>3</sub> (?) <b>sar</b> house of Lipit-Ištar.
Nat	Division by	None.

3	lots/in good will	
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is	Line 41-42: <b>é<sup>gis</sup>kiri<sub>6</sub> sag-gemé sag-arad [nè]-ga-ra é-da-da-[e-ne] a-na gál-àm</b> - house, garden, female and male slaves, estate of their father's house as much as is extant. (as much as there were)
Nat 6	No claim	Line 44: <b>[šeš-še]š-ra nu-ub-[ta-ba]l-e</b> - that the one and the other will not change it.
Nat 7	Oath in temple	No oath in temple. Oath: lines 45-46 - they have sworn by Nanna, Šamaš and Rīm-Sîn, the king.
Nat 8	Preference portion	None.
Nat 9	Shares: equal	Line 43: <b>[ ]-x ur-sè-ga-bi [i-ba-e]-ne</b> - they [have divided] into equal parts.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties	Names of brothers, although not of estate owner: Lipit-Ištar, Apil-Sîn, Apil-ilišu and Šamaš-māgir.

I2	Birth Order of brothers	Not mentioned.
I3	Description of assets: thorough description, value	Description of unit, extent of unit and position on or in relating to the unit, e.g [... <b>sar</b> with house built on it, confining to the house of] Lu-..., [... <b>sar</b> of] garden, [... <b>sar</b> of fallow at Āl-]Mulū(?), [1 slavegirl Nanâ-gamilat by name, 2 <sup>1</sup> / <sub>2</sub> <b>sar</b> with house built on it, confining to the house of Nindar-taiiār, 36 <b>sar</b> of garden, 10 <b>sar</b> of fallow at Āl-Mulū, ½ <b>iku</b> 30 <b>sar</b> of garden at Āl-Rabiu.
I4	Special legal terms/ Symbolism	<p>Line 13,22,30 &amp; 40: <b>ha-la</b> : inheritance share of (before each brother awarded share).</p> <p>Line 21: ù <sup>5</sup>/<sub>6</sub> <b>ma-na kù-babbar ta-ap-pi-la-at bi-tim</b> - and <sup>5</sup>/<sub>6</sub> mina of silver as compensation for the house.</p> <p>Line 39: ú <sup>1</sup>/<sub>2</sub> <b>ma-na kù-babbar ta-[ap-pi-la-at bi-tim]</b> - and ½ mina of silver as com[pensation for the house].</p> <p>Line 41-42 : é <sup>giš</sup><sub>6</sub> <b>kiri</b> <b>sag-gemé sag-arad [nì]-ga-ra é-da-da-[e-ne] a-na gál-àm</b> - house, garden, female and male slaves, estate of their father's house as much as is extant.</p> <p>Line 43: [ ]-x <b>ur-sè-ga-bi [i-ba-e]-ne</b> - they [have divided] into equal parts.</p> <p>Line 44: [šēš-še]š-ra nu-ub-[ta-ba]l-e - that the one and the other will not change it.</p>
I5	Oath: king and/or gods	Lines 45-46: [ <b>mu</b> <sup>d</sup> <b>Nan</b> ]na <sup>d</sup> <b>Utu</b> [ù <i>Ri-i</i> ]m- <sup>d</sup> <i>Sîn</i> <b>lugal [in]-pà(?)-[dè]meš</b> - they have sworn by Nanna, Šamaš and Rīm-Sîn, the king.
I6	Witnesses' names, rank/family standing	From lines 47 – 60: Witnesses: names and with some the detail–profession (four merchants, <b>dam kara</b> ) and/or status (son of X).
Qualities of Division Text		
I7	Language	Sumerian and some Akkadian words.
I8	Location	Larsa.
I9	Tablet's condition	Not good – text omitted.

I10	Number of copies	Only one copy, all the awarded shares of brothers, reflected in one text and estate of their father's house, as much as is extant is, divided according to the brothers among themselves.
I11	Date Formula	Text damaged.
I12	Seals Impressions	Line 61: "[the seals of the witnesses he has] (impressed and seals on case): Awi...., son of Arad-Nanna(?) servant of Nin-šubur (Ilabrat). [Ap]luša, [son of] Ilu-šēmi, [servant of] Amurru. ...., son of...., servant of...., .... son of Arad-...., servant of Amurru."
I13	Rhythm sequence Special Style	Essential elements:  Larsa seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B) (Larsa seq E.1: DF:B)  Natural elements:  Nat 2 Bringing in, Nat 5 much as there is, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.



## 5. (L5) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS BUZAZUM, LUDLUL-SÎN, IÂ & ABÎ-ṬÂBUM

### 5.1 Source

The catalogue number is TS 6, with its museum number BM 33159. Transcriptions by Charpin (1980:204-205) and translation (Charpin 1980:34). Charpin transcribed and translated the tablets in French, following with the researcher's English translation. No plate was published.

### 5.2 Background information

This text is a division agreement of unnamed paternal estate, between the brothers Buzazum, Iâ, Ludlul-Sîn and Abî-ṭâbum. The text is recorded in the Rîm-Sîn-period in the king's 8<sup>th</sup> regal year.

### 5.3 Family members

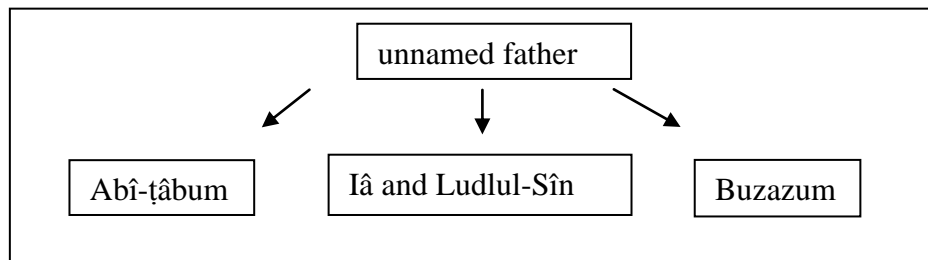


Figure 5 Schematic outline of family: unnamed father and sons Buzazum, Iâ and Ludlul-Sîn and Abî-ṭâbum

## 5.4 Transcription and translation

Transcription by Charpin (1980:204-205) regarding TS 6 (BM 33159), and translation by Charpin (1980:34).

1	17 <b>gín é-šub-ba ša-ba 5 gín / igi-4*-gál</b> <b>da*-di&lt;ri&gt;</b>	17 <b>gín</b> de maison en ruine, dont 5 $\frac{1}{4}$ <b>gín</b> comme supplement
2	<b>da é ia-a</b>	à côté du terrain de Iâ
3	<b>ù da é a-bi-ṭà-bu-um</b>	et à côté du terrain d'Abî-ṭâbum;
4	<b>ḥa-la bu-za-zum</b>	(telle est) la part de Buzazum;
5	$\frac{1}{3}$ <b>sar 3* <math>\frac{1}{3}</math> gín é-šub-ba</b>	$\frac{1}{3}$ <b>sar 3 <math>\frac{1}{3}</math> gín</b> de maison en ruine
6	<b>da é lú-<sup>d</sup>nin-uri<sub>2</sub><sup>[k]</sup>i-ma</b>	à côté du terrain de Lu-Nin-Urima
7	<b>ù da é bu-za-zum</b>	et à côté de Buzazum:
8	<b>ḥa-la ia-a</b>	(telle est) la part de Iâ
9	<b>ù lu-ud-lu-ul-<sup>d</sup>EN-ZU</b>	et de Ludlul-Sîn;
10	11 $\frac{2}{3}$ <b>gín é-šub-ba</b>	11 $\frac{2}{3}$ <b>gín</b> de maison en ruine,
11	<b>da é bu-za-zum</b>	à côté du terrain de Buzazum
12 T	<b>ù da é da-da</b>	et à côté du terrain de Dada:
13	<b>ḥa-la a-bi-ṭà-bu-um</b>	(telle est) la part d'Abî-ṭâbum.
14R	<b>é-a-ni ba-bé-e-eš</b>	Ils ont partagé leur maison,
15	<b>giš<sup>š</sup>sub-ba i-šub-bu-ne-eš</b>	ils ont tiré les lots au sort.
16	<b>u<sub>4</sub>-kúr-šè šeš šeš-ra inim-ma nu-gá-gá</b>	Clause de non revendication mutuelle,
17	<b>mu lugal-bi in-pàd</b>	serment, témoins et date.
18	<b>igi <sup>d</sup>da-mu-ellat-sú</b>	
19	<b><sup>l</sup>be-lí-i</b>	
20	<b>[<sup>l</sup>a-]ba-<sup>d</sup>nanna-gin<sub>x</sub></b>	
21	<b>[<sup>l</sup>ab-]bu-ú</b>	
22	<b>[<sup>l</sup>ur-]<sup>d</sup>nin-giš-zi-da</b>	
23	<b>[<sup>l</sup>dingir-šu]-ba-ni ka-DI/KI</b>	
24	<b>[lú-inim]-ma-bi-me</b>	
25	<b>[iti ki]n-<sup>d</sup>inanna</b>	
26	<b>[m]u é-<sup>d</sup>en-ki šà uri<sub>2</sub><sup>k</sup>i-ma]</b>	
27	<b>ba-dù</b>	

Transcription Charpin (1980:204-205) of TS 6 (BM 33159), and translation by the researcher.

1	17 gín é-šub-ba ša-ba 5 gín / igi-4*-gál da*-di<ri>	17 gín of house in ruin, including 5 ¼ gín like supplement
2	da é ia-a	(located) next to the house of Iâ
3	ù da é a-bi-tà-bu-um	and (located) next to the house of Abî- tâbum;
4	ha-la bu-za-zum	is the inheritance share of Buzazum;
5	1/3 sar 3* 1/3 gín é-šub-ba	1/3 sar 3 1/3 gín of house in ruin (located)
6	da é lú- <sup>d</sup> nin-uri <sub>2</sub> <sup>[k]</sup> i-ma	next to the house of Lu-Nin-Urima
7	ù da é bu-za-zum	and (located) next to the house of Buzazum:
8	ha-la ia-a	is the inheritance the share of Iâ
9	ù lu-ud-lu-ul- <sup>d</sup> EN-ZU	and of Ludlul-Sîn;
10	11 2/3 gín é-šub-ba	11 2/3 gín of house in ruin
11	da é bu-za-zum	(located) next to the house of Buzazum
12 T	ù da é da-da	and (located) next to the house of house of Dada:
13	ha-la a-bi-tà-bu-um	are the inheritance share of Abî-tâbum.
14R	é-a-ni ba-bé-e-eš	They divided their houses,
15	giš <sup>š</sup> sub-ba ì-šub-bu-ne-eš	they casts the lots.
16	u <sub>4</sub> -kúr-šè šeš šeš-ra inim-ma nu-gá-gá	Brother against brother will not raise a word against another
17	mu lugal-bi in-pàd	They swore by the king Before...following with the witnesses' names (not translated, only names)
18	igi <sup>d</sup> da-mu-ellat-sú	
19	<sup>l</sup> be-lí-i	
20	[ <sup>l</sup> a-]ba- <sup>d</sup> nanna-gin <sub>x</sub>	
21	[ <sup>l</sup> ab-]bu-ú	
22	[ <sup>l</sup> ur-] <sup>d</sup> nin-giš-zi-da	
23	[ <sup>l</sup> dingir-šu]-ba-ni ka-DI/KI	
24	[lú-inim]-ma-bi-me	In the month of Kin- <sup>d</sup> Inanna.
25	[iti ki]n- <sup>d</sup> inanna	In the year in which he (the king) built the
26	[m]u é- <sup>d</sup> en-ki šà uri <sub>2</sub> <sup>k</sup> i-ma]	temple of Enki in Ur and the temple of
27	ba-dù	Ninenimma.

Charpin (1980:204-205) TS 6a (BM 33159a + 33312 +) transcription and the translation by the researcher (same as previous translation – this text has more omitted lines due to damaged tablet).

1	[...] <b>é-šub-ba</b>	house in ruin,
2	<b>[ša-ba 5 gín / igi-<sub>6</sub>*-gál<sub>5</sub>* še da-điri</b>	including 5 ¼ <b>gín</b> like supplement
3	<b>[da é] ia-a</b>	(located) next to the house of of Iâ
4	<b>[ù da] é a-bi-tà-bu-um</b>	and (located) next to the house of Abî-tâbum:
5	<b>[ḥa-la] bu-za-zum</b>	are the inheritance share of Buzazum;
6	<sup>1</sup> / <sub>3</sub> <b>sar</b> 3* <sup>1</sup> / <sub>3</sub> <b>gín é-šub-ba</b>	<sup>1</sup> / <sub>3</sub> <b>sar</b> 3 <sup>1</sup> / <sub>3</sub> <b>gín</b> of house in ruin (located)
7	<b>da é bu-za-zum</b>	next to the house of of Buzazum:
8	<b>ù da é lú-<sup>d</sup>nin-uri<sub>2</sub><sup>ki</sup>-ma</b>	and (located) next to the house of Lu- <sup>d</sup> Nin-Urima:
9	<b>ḥa-la ia-a</b>	is the inheritance the share of Iâ
10	<b>[ù lu-ud-lu]-ul-<sup>d</sup>EN-ZU</b>	and of Ludlul-Sîn;
11	<b>[11 <sup>2</sup>/<sub>3</sub> gín é]-[šub-ba]</b>	11 <sup>2</sup> / <sub>3</sub> <b>gín</b> of house in ruin,
12	<b>[da é] da-da</b>	(located) next to the house of Dada
13	<b>[ù] da é bu-za-zum</b>	and (located) next to the house of Buzazum:
14	<b>ḥa-la a-bi-tà-bu-um</b>	is the inheritance share of Abî-tâbum.
15R	<b>[é-a]-<sup>r</sup>ni ba-bé-e<sup>r</sup>-[eš]</b>	They divided their houses,
16	<b>[<sup>giš</sup>]šub-ba ì-šub-bu-ne-eš</b>	they casts the lots.
17	<b>u<sub>4</sub>-kúr-šè šeš šeš-ra inim-ma nu-gá-gá</b>	Brother against brother will not raise a word against one another.
18	<b>mu lugal-bi in-pàd</b>	They swore by the king
19	<b>igi <sup>d</sup>da-mu-ellat-sú</b>	before <sup>d</sup> Damu-ellatsú
20	<sup>l</sup> be-lí-i	<sup>l</sup> Belí
21	<sup>l</sup> a-ba- <sup>d</sup> nanna-gin <sub>x</sub>	<sup>l</sup> Aba- <sup>d</sup> nanna-gin <sub>x</sub>
22	<sup>l</sup> ur- <sup>d</sup> nin-giš-zi-[d]a-ka	<sup>l</sup> Ur- <sup>d</sup> ningiš-zi[d]aka
23	<sup>l</sup> ab-bu-ú	<sup>l</sup> Abú
24	<sup>ld</sup> EN-ZU-ga-mi-il <sub>5</sub> <b>dumu ap-pa-a-a</b>	<sup>ld</sup> Sîn-gamil <sub>5</sub> son of Apa
25	<sup>l</sup> dingir-šu-ba-ni <b>ka-ki*</b>	<sup>l</sup> Dingir-šubani kaki*
26	<b>lú-inim-ma-bi-me-eš</b>	
27	<b>iti kin-<sup>d</sup>i[nanna]</b>	In the month Kin- <sup>d</sup> Inanna.

28	<b>mu</b> [é- <sup>d</sup> en-ki šà [...]	In the year in which he built the temple of Enki in Ur.
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## 5.5 Outline of division of property

**Table 4 Division of assets between contractual parties: Buzazum, Iâ and Ludlul-Sîn and Abî-tâbum**

<b>Buzazum</b>	<b>Iâ and of Ludlul-Sîn</b>	<b>Abî-tâbum</b>
17 <b>gín</b> of house in ruin, including 5 <sup>1</sup> / <sub>4</sub> <b>gín</b> like supplement	1/3 <b>sar</b> 3 <sup>1</sup> / <sub>3</sub> <b>gín</b> of house	11 <sup>2</sup> / <sub>3</sub> <b>gín</b> of house in ruin

## 5.6 Elements of the family deceased division agreement

### (a) *Essential elements*

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Brothers, due to term <b>u4-kúr-šè šéš šéš-ra inim-ma nu-gá-gá</b> (Brother against brother will not raise a word/claim against one another).
E 2	Estate owner	Father's estate.
E 3	Estate assets:	Regarding the awarded shares of immovable property.
E 4	Mutual Consent	TS 6 (BM 33159) (researcher) line 14R: <b>é-a-ni ba-bé-e-eš.</b>
E 5	<i>Raison de l'Être</i>	Exchange through casting of lots – not equal divided shares awarded.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Larsa, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
N 3	Division by lots/in good will (Larsa ( <sup>giš</sup> <b>šub-ba</b> /išqu))	Casting of lots, TS 6 (BM 33159) (researcher) Line 15: <sup>giš</sup> <b>šub-ba</b> ì- <b>šub-bu-ne-eš.</b>
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is	None.
Nat 6	No claim	TS 6 (BM 33159) (researcher) Line 16: <b>u4-kúr-šè šeš šeš-ra inim- ma nu-gá-gá</b> – brother against brother will not lodge a word/claim against one another.
Nat 7	Oath in temple	No oath in temple. Oath: lines TS 6 (BM 33159) (researcher) Lines 17: <b>mu lugal-bi in-pàd</b> – they swore by the king.
Nat 8	Preference portion	None.
Nat 9	Shares: equal	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi.</b>

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties	Unnamed paternal estate between the brothers Buzazum, Iâ and Ludlul-Sîn and Abî-ţâbum.
I2	Birth Order of brothers	None.
I3	Description of assets:	Description of unit, extent of unit and position on or in relating to the unit, e.g. $\frac{1}{3}$ <b>sar</b> 3 $\frac{1}{3}$ <b>gín</b> of house in ruin (located) next to the house of Lu-Nin-Urima and Buzazum.
I4	Special legal terms/ Symbolism	<p><u>TS 6 (BM 33159) (researcher) Line 4, 8 &amp; 13</u> (with each inheritance share: <b>ha-la</b> – inheritance share of X.</p> <p><u>TS 6 (BM 33159) (researcher) Line 14R</u>: <b>é-a-ni ba-bé-e-eš</b> – they agree to the division of the houses.</p> <p><u>TS 6 (BM 33159) (researcher) Line 15</u>: <sup>giš</sup><b>sub-ba ì-sub-bu-ne-eš</b> – casting of lots.</p> <p><u>TS 6 (BM 33159) (researcher) Line 16</u>: <b>u4-kúr-šè šeš šeš-ra inim-ma nu-gá-gá</b> – brother against brother will not lodge a word/claim against one another.</p>
I5	Oath: king and/or gods	<p>No oath in temple.</p> <p>Oath: <u>TS 6 (BM 33159) (researcher) Lines 17</u>: <b>mu lugal-bi in-pàd</b> – they swore by the king.</p>
I6	Witnesses' names, rank/family standing	<u>TS 6 (BM 33159). Lines 18-25</u> : name of witnesses.
Qualities of Division Text		
I7	Language	Sumerian.
I8	Location	Larsa.

I9	Tablet's condition	Some text omitted.
I10	Number of copies	Seems only one copy, because all the shares awarded to the brothers were mentioned regarding the immovable properties.
I11	Date Formula	<p>Month of Kin-Inanna. Compare Cohen's (1993:104-106, 227,105) discussions of this term Kin-Inanna.</p> <p>TS 6 (BM 33159) (researcher)</p> <p>Line: 26-27: in the year in which he built the temple of Enki in Ur and the temple of Ninenimma.</p> <p>Rīm-Sîn II regal year 8: year in which (Rīm-Sîn) built the temple of Enki in Ur and the temple of Ninenimma in Enimmar.<sup>8</sup></p> <p>Compare also Sigrist (1991:40-41) "year Rīm-Sîn the king had built the temple of Enki in Ur and the temple of Ninenimma in Enimmar".</p>
I12	Seals Impressions	Present
I13	Rhythm sequence Special Style	<p>Essential elements:</p> <p>Larsa seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B) (Larsa seq E.1: DF:B).</p> <p>Natural elements:</p> <p>Nat 3 division by lots, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.</p>

<sup>8</sup> Cf (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yearnames/GLOSSAR/T10K10Y08.htm>. Cited 2 February 2012.



## 6. (L6) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE BETWEEN BROTHERS IDIN-ŠAMAŠ, IRĪBAM-SÎN, IBBI-ILABRAT, ILÎ-NÂŠIR AND MÂR-IRŠITIM

### 6.1 Source

TS 44 (BM 33209) Charpin' transcription (1980:231-232), and his translation in French (1980:68). Following the researcher's translation in English. No plate was published.

### 6.2 Background information

This is a division agreement of an unnamed father, between brothers Idin-Šamaš, Irībam-Sîn, Ibbi-Ilabrat, Ilî-nâšir and Mâr-Iršitim. It is recorded during Ḫammu-rāpi's 36<sup>th</sup> regal year.

### 6.3 Family members

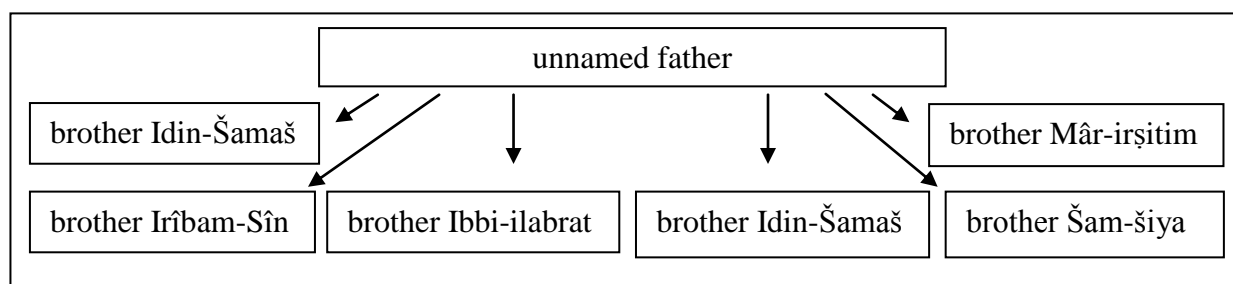


Figure 6 Schematic outline of family: unnamed father and sons Idin-Šamaš, Irībam-Sîn, Ibbi-ilabrat, Ilî-nâšir and Mâr-iršitim

### 6.4 Transcription and translation

Transcription TS 44 (BM 33209) (Charpin 1980:231-232), and his translation in French (Charpin 1980:68).

1	1 sar é-dù-a a-ša-ar is-qú-um	1 <b>sar</b> de terrain bâti,
2	ša <sup>l</sup> u-bar- <sup>d</sup> EN-ZU i-ma-qú-tu	à l'endroit dévolu par le sort à Ubar-Sîn:
3	i-na šà-ba igi-4-gál sar 5 še é-dù-a	là-dessus, <sup>1</sup> / <sub>4</sub> <b>sar</b> et 5 <b>še</b> de terrain bâti;
4	20 sar kiri <sub>6</sub> <sup>giš</sup> gišmar <sup>o</sup> gub-ba <sup>o</sup>	20 <b>sar</b> de verger complanté de palmiers,
5	da kiri <sub>6</sub> <sup>l</sup> lî-sukkal	à côté du verger d'Ilî-sukkallum;

6	<sup>1</sup> / <sub>18</sub> <b>gán a-ša-lum i-na a-ša a-gàr</b> <sup>o-d</sup> <b>sûl-gi-uru<sup>ki</sup>-pà-da<sup>-o</sup></b>	1 <b>iku</b> de champ dans le territoire Šulgire-padda;
7	<sup>giš</sup> <b>ig<sup>giš</sup> gišmar ša é-ùr-ra</b>	1 porte de grenier en bois de palmier;
8	20 <b>gur še 1 <sup>1</sup>/<sub>3</sub> gín kù-babbar</b>	20 <b>gur</b> d'orge; 1 <sup>1</sup> / <sub>3</sub> sicle d'argent:
9	<b>ḥa-la<sup>l</sup> i-din-<sup>d</sup>utu</b>	(telle est) la part d'Idin-Šamaš.
10	25 <b>še é-dù-a da i-din-<sup>d</sup>utu</b>	25 <b>še</b> de terrain bâti à côté d'Idin-Šamaš;
11	12 <b>sar kiri<sub>6</sub> da kiri<sub>6</sub> i-din-<sup>d</sup>utu</b>	12 <b>sar</b> de verger à côté d'Idin-Šamaš;
12	<sup>1</sup> / <sub>18</sub> <b>gán a-ša-lum + da<sup>o</sup> a-ša<sup>-o</sup> i-din-<sup>d</sup>utu</b>	1 <b>iku</b> de champ à côté du champ d'Idin-Šamaš;
13	1 <sup>giš</sup> <b>ig<sup>giš</sup> gišmar ša é-ùr-ra</b>	1 porte de grenier en bois de palmier;
14	10 <b>gur še 2 gín kù-babbar 2 (ban)</b> <sup>1</sup> / <sub>3</sub> <b>ba-an zíz</b>	10 <b>gur</b> d'orge; 2 sicles d'argent; 2 <sup>1</sup> / <sub>3</sub> <b>ban</b> d'épeautre;
15	1 <b>sag-ir lu-uš-ta-mar-<sup>d</sup>utu mu-ni-e</b>	un esclave nommé Luštamar-Šamaš,
16	<sup>o</sup> <b>ša i-na ti-li-ti-šu a-na e-li-a-ti-šu</b>	que pour son dédommagement ( <i>ina tēlītīšu</i> ) comme part supplémentaire il a
17	<b>il-qú-ú</b>	reçu: (telle est) la part d'Iribam-Sîn
18	<b>ḥa-la i-ri-ba-am-<sup>d</sup>EN-ZU</b>	25 <b>še</b> de terrain bâti, à côté du terrain d'Iribam-Sîn;
19	25 <b>še é-dù-a da è i-ri-ba-am-<sup>d</sup>EN-ZU</b>	12 <b>sar</b> de verger à côté du verger d'Iribam-Sîn;
20	12 <b>sar kiri<sub>6</sub> + da i-ri-ba-am-<sup>d</sup>[EN-ZU]</b>	1 <b>iku</b> de champ dans le territoire Šulgire-padda,
21	<sup>1</sup> / <sub>18</sub> <b>gán a-ša-lum i-na a-ša<sup>d</sup> sul-gi-URU<sup>ki</sup>. pà-da</b>	à côté d'Iribam-Sîn
22	<sup>o</sup> <b>da i-ri-ba-am-<sup>d</sup>EN-ZU<sup>o</sup></b>	1 porte de grenier en bois de palmier;
23	1 <sup>giš</sup> <b>ig<sup>giš</sup> gišmmar ša é-ùr-ra</b>	10 <b>gur</b> d'orge; 2 sicles d'argent:
24	10 <b>gur še 2 gín kù-babbar</b>	(telle est) la part d'Ibbi-Ilabrat.
25	<b>ḥa-la i-bi-<sup>d</sup>nin-šubur</b>	25 <b>še</b> de terrain bâti à côté du terrain d'Ibbi-Ilabrat;
26	25 <b>še é-[dù]-a da<sup>o</sup> é i-bi-<sup>d</sup>nin-[šubur]</b>	12 <b>sar</b> de verger complanté de palmiers,
27	12 <b>sar kiri<sub>6</sub> <sup>giš</sup> gišmmar gub-ba</b>	à côté du verger d'Ibbi-Ilabrat;
28	<b>da kiri<sub>6</sub> <sup>l</sup> i-bi-<sup>d</sup>nin-šubur</b>	1 <b>iku</b> de champ dans le territoire Šulgire-padda,
29	<sup>1</sup> / <sub>18</sub> <b>gán a-ša i-na a-ša a*-gàr<sup>d</sup> sul-gi-URU- <sup>ki</sup> - pà-da</b>	à côté d'Ibbi-Ilabrat;
30	<sup>o</sup> <b>da i-bi-nin-šubur<sup>-o</sup></b>	

31	<sup>giš</sup> ig <sup>giš</sup> gišmmar ša é-ùr-ra	1 porte de grenier en bois de palmier;
32	10 gur še 2 gín kù-babbar	10 gur d'orge; 2 sicles d'argent:
33	ḥa-la <sup>o</sup> ša-am-ši-ia <sup>o</sup>	(telle est) la part de Šam-šiya (var. Šamaš-mušêzib).
R		
34	25 še é-dù-a da é ša-am-ši-ia	25 še de terrain bâti, à côté du terrain de Šam-šiya;
35	12 sar kiri <sub>6</sub> <sup>giš</sup> gišmmar gub-ba da kiri <sub>6</sub> ša-am-ši-ia	12 sar de verger complanté de palmiers, à côté du verger de Šam-šiya;
36	<sup>1</sup> / <sub>18</sub> gán a-šà-lum ša i-na a-šà a-gàr <sup>d</sup> šul-gi-URU-/pà-da	1 iku de champ dans le territoire Šulgire-padda,
37	<sup>o</sup> ša da ša-am-ši-ia <sup>o</sup>	qui (est) à à côté de Šamšiya;
38	10 gur še 2 gín kù-babbar <sup>o</sup> 1 <sup>giš</sup> ig zé-na <sup>o</sup>	10 gur d'orge; 2 silcles d'argent; 1 porte en nervures de palmes:
39	ḥa-la <sup>l</sup> dingir-na-si-ir	(telle est) la part d'Ilî-nâšir.
40	25 še é-dù-a da é dingir-na-si-ir	25 še de terrain bâti, à côté du terrain d'Ilî-nâšir;
41	12 sar kiri <sub>6</sub> <sup>giš</sup> gišmmar gub-ba da kiri <sub>6</sub> /dingir-na-si-ir	12 sar de verger complanté de palmiers, à côté du verger d'Ilî-nâšir;
42	<sup>1</sup> / <sub>18</sub> gán a-šà-lum+a-šà a-gàr <sup>d</sup> šul-gi-URU-Pà-da	1 iku de champ dans le territoire Šulgire-padda;
43	1 <sup>giš</sup> ig <sup>giš</sup> mi-rí-za ša é-ùr-ra	1 porte de grenier faite de rondins;
44	10 gur še + 0;0.1.°1 silà ì-giš	10 gur d'orge; 11 qa de sesame:
45	ḥa-la <sup>l</sup> ma-ri-ir-ši-tim	(telle est) la part de Mâr-Iršitim.
46	i-na mi-it-gu-ur-ti-šu-nu is-qá-am i-/du-ú-ma	D'un commun accord, ils ont tire au sort; Ils ont partagé succession paternelle.
47	ḥa-la é-da-da-a-ni ì-ba-a-ne	
48	u <sub>4</sub> -kúr-šè u <sub>4</sub> -nu-me-a-kam šeš šeš-ra inim nu-gá-gá	Clause de non contestation, serment, témoins et date
49	nu-mu-un-da-bal-e	
50	mu <sup>d</sup> nanna <sup>d</sup> ut[u <sup>d</sup> am]ar-utu	
51	ù ha-am-mu-ra-[pí lugal] in-pàd-meš	
52	igi a-pil- <sup>d</sup> EN-ZU dumu <sup>d</sup> nanna-ma-an-sì	
53	igi ì-lí-i-ma-a-bi dumu <sup>d</sup> muš-še-mi +	

54	<b>igi lú-<sup>d</sup>nanna dumu</b> <i>ni-di-it-tum</i>	
55	<b>igi inim-<sup>d</sup>en-líl-lá dumu</b> <sup>o</sup> <i>tum-ma-lí<sup>o</sup></i>	
56	<b>igi</b> <sup>o</sup> <i>a-te-e<sup>o</sup></i> <b>dumu</b> <i>a-wi-ia-tum</i>	
57	<b>igi</b> <i>ì-lí-i-qí-ša-am</i> <b>dumu</b> <i>i-nu-un-é-a</i>	
58	<b>igi</b> <i>ì-lí-sukkal</i> <b>dumu lú<sup>d</sup>en-líl-lá</b>	
59	<b>igi</b> <i>a-na-</i> <sup>d</sup> EN-ZU- <i>e-mi-id</i> <b>dumu</b> <i>ni-id-na-tum</i>	
60	<b>igi</b> <i>ì-lí-ù-<sup>d</sup>utu</i> <b>dumu</b> <i>ig-mil-</i> <sup>d</sup> EN-ZU	
61	<b>igi</b> <i>a-wi-il-ì-lí</i> <b>dumu</b> <sup>d</sup> EN-ZU- <i>re-me-ni</i>	
62	<b>igi</b> <i>ši-lí-eš<sub>4</sub>-tár</i> <b>dumu</b> <i>a-wi-il-<sup>d</sup>mar.tu</i>	
63	<b>igi</b> <sup>d</sup> EN-ZU- <i>še-mi-i</i> <b>dumu</b> <i>na-bi-ì-lí-šu</i>	
64	<b>igi</b> <i>še<sub>20</sub>-ep-</i> <sup>d</sup> EN-ZU <b>dumu</b> <i>nu-úr-</i> <sup>d</sup> nin- šubur	
65	<b>igi</b> <i>puzur-eš<sub>4</sub>-tár</i> <b>šeš-a-ni</b>	
66	<b>igi</b> <i>li-pí-it-eš<sub>4</sub>-tár</i> <b>dub-sar</b>	
67	<b>kišib-lú-inim-ma-bi-meš+</b>	
68	<b>iti</b> <i>še-gur<sub>10</sub>-ku<sub>5</sub> u<sub>4</sub>-4-kam</i>	
69	<b>mu+é-me-te-ur-sag-gá</b>	
70	<b>mu-un-gibil-lá</b>	
71	<b>u<sub>6</sub><sup>1</sup>-nir ki-tuš-mah</b>	
72	<b><sup>d</sup>za-ba<sub>4</sub>-ba<sub>4</sub> <sup>d</sup>inanna +</b>	
	TS 44 a BM 33209a variasie:	
4	<sup>o</sup> <b>íb-si<sup>o</sup></b>	
6	<sup>o-d</sup> <b>šul-gi-ir<sub>11</sub>-ra-pà-da<sup>o</sup></b> (et passim)	
12	<b>+ [i-na a-ša a-gàr <sup>d</sup>šul]-gi-ir<sub>11</sub>-ra-pà-da</b>	
	<sup>o</sup> <b>om-</b>	
15	<sup>o</sup> om	
16	<sup>o</sup> ša	
20	<b>+ <sup>giš</sup>[gišimmar.gub]-ba</b>	
22	<sup>o</sup> om- <sup>o</sup>	
23-29	lignes interverties	
30	<sup>o</sup> om- <sup>o</sup>	

33	<sup>o-d</sup> <i>utu-mu-še-zi-ib</i> <sup>-o</sup> (et passim)	
37	<sup>o-</sup> om- <sup>-o</sup>	
38	<sup>o-</sup> <sup>giš</sup> <b>gišmmar</b> <i>ša é-ùr-ra</i> <sup>-o</sup>	
42	+ <i>i-na</i>	
44	+ <i>um</i> <sup>o</sup> om	
49	<sup>o</sup> meš	
53	+ <b>igi</b> <i>a-bu-um-wa-qar</i> <b>dumu</b> iš-me- <b>dingir</b>	
55	<sup>o-</sup> <i>tum-ma-lu-um-ga-mi</i> <sup>-o</sup>	
56	<sup>o-</sup> <i>e-te-el-lum</i> <sup>-o</sup>	
67	+ <b>ib-ra</b>	
69	+ <i>ha-am-mu-ra-pí</i> <b>lugal-e</b>	
72	+ <b>sag-bi</b> an-gin <sub>x</sub> <b>íl-l[a]</b> / <b>mu-un-dù</b>	
	Seals:	
S1=aS1	<i>a-pil</i> -[ <sup>d</sup> EN]-ZU / <b>dumu</b> [ <sup>d</sup> nanna-ma]-an-sì	
	<b>lú</b> -[ <sup>d</sup> nan]na / <b>dumu</b> <i>ni-di-[it]-tum</i> /	
S2=aS2	<i>ir</i> <sup>d</sup> iškur / <b>ù</b> <sup>d</sup> en-ki	
aS3	<b>inim</b> - <sup>d</sup> [en-líl-lá] / <b>dumu</b> <i>tum-ma-[...]</i> /	
	<i>ir</i> [...]	
S4=aS4	<i>e-te-el-lum</i> / <b>dumu</b> <i>a-wi-ia-tum</i> / [...]	
	<i>a-na</i> -[ <sup>d</sup> EN-ZU-e]-mi-id / <b>dumu</b> <i>ni-id-na-</i>	
S5=aS5	<i>tum</i> / <b>ir</b> <sup>d</sup> mar-tu	
S6=aS6	<sup>d</sup> en-ki / <b>ù</b> <sup>d</sup> muš	

Charpin's (1980:231-232) transcription, TS 44 (BM 33209) and translation by the researcher.

1	1 <b>sar</b> é-dù-a a-ša-ar is-qú-um	1 <b>sar</b> of built house, at the place reserved
2	ša <sup>1</sup> / <sub>18</sub> u-bar- <sup>d</sup> EN-ZU i-ma-qú-tu	by the fate for Ubar-Sîn:
3	i-na šà-ba igi-4-gál sar 5 še é-dù-a	on top, <sup>1</sup> / <sub>4</sub> <b>sar</b> and 5 <b>še</b> of built house;
4	20 sar kiri <sub>6</sub> <sup>giš</sup> gišmar <sup>o</sup> gub-ba <sup>o</sup>	20 <b>sar</b> orchard of palm trees, (located)
5	da kiri <sub>6</sub> <sup>l</sup> i-lî-sukkal	next to the orchard of Ilî-sukkallum;
6	<sup>1</sup> / <sub>18</sub> gán a-ša-lum i-na a-ša a-gàr	1 <b>iku</b> of field (located) next to the field
	<sup>o</sup> - <sup>d</sup> sûl-gi-uru <sup>ki</sup> -pà-da <sup>o</sup>	of Šulgire-padda;
7	<sup>giš</sup> ig <sup>giš</sup> gišmar ša é-ùr-ra	1 door of attic out of wooden of palm
8	20 gur še 1 <sup>1</sup> / <sub>3</sub> gín kù-babbar	tree; 20 <b>gur</b> barley; 1 <sup>1</sup> / <sub>3</sub> silver shekels:
9	ha-la <sup>l</sup> i-din- <sup>d</sup> utu	are the inheritance share of Idin-Šamaš.
10	25 še é-dù-a da i-din- <sup>d</sup> utu	25 <b>še</b> of built house (located) next to the
11	12 sar kiri <sub>6</sub> da kiri <sub>6</sub> i-din- <sup>d</sup> utu	house of Idin-Šamaš;
12	<sup>1</sup> / <sub>18</sub> gán a-ša-lum + da <sup>o</sup> a-ša <sup>o</sup> i-din- <sup>d</sup> utu	12 <b>sar</b> of orchard (located) next to the
13	1 <sup>giš</sup> ig <sup>giš</sup> gišmar ša é-ùr-ra	house of Idin-Šamaš;
14	10 gur še 2 gín kù-babbar 2 (ban)	1 <b>iku</b> of field (located) next to the field
	<sup>1</sup> / <sub>3</sub> ba-an zíz	of Idin-Šamaš;
15	1 sag-ir lu-uš-ta-mar- <sup>d</sup> utu mu-ni-e	1 door of attic out of wood of palm tree;
16	<sup>o</sup> ša i-na ti-li-ti-šu a-na e-li-a-ti-šu	10 <b>gur</b> barley; 2 silver shekels; 2 <sup>1</sup> / <sub>3</sub>
17	il-qú-ú	spelled wheat;
18	ha-la i-ri-ba-am- <sup>d</sup> EN-ZU	a slave named Luštamar-Šamaš,
19	25 še é-dù-a da è i-ri-ba-am- <sup>d</sup> EN-ZU	that for its compensation ( <i>ina tēlītīšu</i> ) as
20	12 sar kiri <sub>6</sub> +da i-ri-ba-am- <sup>d</sup> [EN-ZU]	additionally received:
21	<sup>1</sup> / <sub>18</sub> gán a-ša-lum i-na a-ša <sup>d</sup> sul-gi-URU <sup>ki</sup> -	are the inheritance share of Irībam-Sîn
	pà-da	25 <b>še</b> of built house site (located) next to
22	<sup>o</sup> da i-ri-ba-am- <sup>d</sup> EN-ZU <sup>o</sup>	the house of Irībam-Sîn;
23	1 <sup>giš</sup> ig <sup>giš</sup> gišmar ša é-ùr-ra	12 <b>sar</b> orchard (located) next to the
24	10 gur še 2 gín kù-babbar	orchard of Irībam-Sîn;
		<sup>1</sup> / <sub>18</sub> <b>gán</b> of field (located) next to field of
		Šulgire-padda
		(located) next to Irībam-Sîn;
		1 door of attic out of wood of palm tree;
		10 <b>gur</b> barley; 2 silver shekels:

25	<b>ḥa-la</b> <i>i-bi-<sup>d</sup>nin-šubur</i>	are the inheritance share of Ibbi-Ilbrat.
26	25 <b>še é-[dù]-a da<sup>o</sup></b> <i>é i-bi-<sup>d</sup>nin-[šubur]</i>	25 <b>še</b> of built house (located) next to the house of Ibbi-Ilbrat;
27	12 <b>sar kiri<sub>6</sub><sup>giš</sup>gišmmar gub-ba</b>	12 <b>sar</b> orchard of palm trees
28	<b>da kiri<sub>6</sub><sup>i</sup></b> <i>i-bi-<sup>d</sup>nin-šubur</i>	(located) next to the orchard of Ibbi-Ilbrat;
29	<sup>1/18</sup> <b>gán a-ša i-na a-ša a*-gàr<sup>d</sup>šul-gi-URU-<sup>ki</sup>-pà-da</b>	<sup>1/18</sup> <b>gán</b> of field in the field of Šulgire-padda
30	<sup>o</sup> <b>da</b> <i>i-bi-nin-šubur<sup>o</sup></i>	(located) next to Ibbi-Ilbrat;
31	<sup>giš</sup> <b>ig<sup>giš</sup>gišmmar ša é-ùr-ra</b>	1 door of attic out of wood of palm tree;
32	10 <b>gur še 2 gín kù-babbar</b>	10 <b>gur</b> barley; 2 silver shekels:
33	<b>ḥa-la<sup>o</sup></b> <i>ša-am-ši-ia<sup>o</sup></i>	are the inheritance share of Šam-šiya
34R.	25 <b>še é-dù-a da é</b> <i>ša-am-ši-ia</i>	25 <b>še</b> of built house, (located) next to the house of Šam-šiya;
35	12 <b>sar kiri<sub>6</sub><sup>giš</sup>gišmmar gub-ba da kiri<sub>6</sub><sup>š</sup></b> <i>ša-am-ši-ia</i>	12 <b>sar</b> orchard of palm trees, (located) next to the orchard of Šam-šiya;
36	<sup>1/18</sup> <b>gán a-ša-lum ša i-na a-ša a-gàr<sup>d</sup>šul-gi-URU-/pà-da</b>	<sup>1/18</sup> <b>gán</b> of field next to the field of the Šulgire-padda, who (is)
37	<sup>o</sup> <b>ša da</b> <i>ša-am-ši-ia<sup>o</sup></i>	(located) next to Šamšiya;
38	10 <b>gur še 2 gín kù-babbar<sup>o</sup> 1<sup>giš</sup>ig zé-na<sup>o</sup></b>	10 <b>gur</b> barley; 2 silver shekels; 1 door in veins of palms:
39	<b>ḥa-la<sup>i</sup>dingir-na-si-ir</b>	are the inheritance share of Ilî-nâšir.
40	25 <b>še é-dù-a da é</b> <i>dingir-na-si-ir</i>	25 <b>še</b> of built house site (located) next to ground of Ilî-nâšir;
41	12 <b>sar kiri<sub>6</sub><sup>giš</sup>gišmmar gub-ba da kiri<sub>6</sub><sup>d</sup></b> <i>dingir-na-si-ir</i>	12 <b>sar</b> orchard of palm trees (located) next to orchard of Ilî-nâšir;
42	<sup>1/18</sup> <b>gán a-ša-lum+a-ša a-gàr<sup>d</sup>šul-gi-URU-pà-da</b>	<sup>1/18</sup> <b>gán</b> of field next to the field of the Šulgire-padda;
43	<b>1<sup>giš</sup>ig<sup>giš</sup>mi-rí-za ša é-ùr-ra</b>	1 door of attic made of logs;
44	10 <b>gur še + 0;0.1.<sup>o</sup>1 silà ì-giš</b>	10 barley <b>gur</b> ; 11 sesame <b>qa</b> :
45	<b>ḥa-la<sup>i</sup></b> <i>ma-ri-ir-ši-tim</i>	are the inheritance share of Mâr-Iršitim.
46	<i>i-na mi-it-gu-ur-ti-šu-nu is-qá-am i-/du-ú-ma</i>	By mutual agreement of equal parts, they have agreed to the division by casting of

47	<b>ḥa-la é-da-da-a-ni ì-ba-a-ne</b>	lots. They shared in the paternal succession (estate).
48	<b>u<sub>4</sub>-kúr-šè u<sub>4</sub>-nu-me-a-kam šeš šeš-ra inim nu-gá-gá</b>	Brother against brother will not raise a word/claim and come back.
49	<b>nu-mu-un-da-bal-e</b>	
50	<b>mu <sup>d</sup>nanna <sup>d</sup>ut[u <sup>d</sup>am]ar-utu</b> <b>ù ha-am-mu-ra-[pí lugal] in-pàd.meš</b>	They swore by Nanna, Šamaš and Ḫammu-rāpi.
51	<b>igi a-pil-<sup>d</sup>EN-ZU dumu <sup>d</sup>nanna-ma-an-sì</b>	before Apil- <sup>d</sup> Sîn son of <sup>d</sup> Nanna-mansì
52	<b>igi ì-lí-i-ma-a-bi dumu <sup>d</sup>muš-še-mi +</b>	before Ìlímabi son of <sup>d</sup> Mušemi
53	<b>igi lú-<sup>d</sup>nanna dumu ni-di-it-tum</b>	before Lú- <sup>d</sup> Nanna son of Niditum
54	<b>igi inim-<sup>d</sup>en-líl-lá dumu <sup>o</sup>-tum-ma-lī<sup>o</sup></b>	before Inim- <sup>d</sup> Enlíl-lá son of Tumali
55	<b>igi <sup>o</sup>-a-te-e<sup>o</sup> dumu a-wi-ia-tum</b>	before Ate son of Awitum
56	<b>igi ì-lí-i-qí-ša-am dumu i-nu-un-é-a</b>	before ÌlÍqíšam son of Inunéa
57	<b>igi ì-lí-sukkal dumu lú <sup>d</sup>en-líl-lá</b>	before ÌlÍ-sukkal son of Lú- <sup>d</sup> Enlílá
58	<b>igi a-na-<sup>d</sup>EN-ZU-e-mi-id dumu ni-id-na-</b>	before Ana- <sup>d</sup> Sîn-emid son of Nidnatum
59	<b>tum</b>	
60	<b>igi ì-lí-ù-<sup>d</sup>utu dumu ig-mil-<sup>d</sup>EN-ZU</b>	before ÌlÍ-ù- <sup>d</sup> Utu son of Igmil- <sup>d</sup> Sîn
61	<b>igi a-wi-il-ì-lí dumu <sup>d</sup>EN-ZU-re-me-ni</b>	before Awil-ìlÍ son of <sup>d</sup> Sîn-remeni
62	<b>igi ši-lí-eš<sub>4</sub>-tár dumu a-wi-il-<sup>d</sup>mar-tu</b>	before ŠilÍ-Ištar son of Awil- <sup>d</sup> Martu
63	<b>igi <sup>d</sup>EN-ZU-še-mi-i dumu na-bi-ì-lí-šu</b>	before <sup>d</sup> Sîn-šemi son of NabìlÍšu
64	<b>igi še<sub>20</sub>-ep-<sup>d</sup>EN-ZU dumu nu-úr-<sup>d</sup>nin-šubur</b>	before Še <sub>20</sub> -Ep- <sup>d</sup> Sîn son of Núr- <sup>d</sup> Nin-šubur
65	<b>igi puzur-eš<sub>4</sub>-tár šeš-a-ni</b>	before Puzur-Ištar his brother
66	<b>igi li-pí-it-eš<sub>4</sub>-tár dub-sar</b>	before Lipít-Ištar the scribe/writer
67	<b>kišib-lú-inim-ma-bi-meš+</b>	The witnesses sealed it
68	<b>iti še-gur<sub>10</sub>-ku<sub>5</sub> u<sub>4</sub>-4-kam</b>	In the month of the process of grain (?), on the 4 <sup>th</sup> day.
69	<b>mu+é-me-te-ur-sag-gá</b>	In the year in which he (the king)
70	<b>mu-un-gibil-lá</b>	restored (the temple) Emeteursag and
71T.	<b>u<sub>6</sub><sup>1</sup>-nir ki-tuš-mah</b>	built the ziggurat, the magnificent
72	<b><sup>d</sup>za-ba<sub>4</sub>-ba<sub>4</sub> <sup>d</sup>inanna +</b>	dwelling place of Zababa and Inanna.



4	TS 44 a BM 33209a variation:	(not translated – tablet damaged)
6	<sup>o</sup> īb-si <sup>o</sup> <sup>o</sup> d <sup>š</sup> ul-gi-ir <sub>11</sub> -ra-pà-da <sup>o</sup> (et passim)	
12	+ [i-na a-šà a-gàr <sup>d</sup> šul]-gi-ir <sub>11</sub> -ra-pà-da <sup>o</sup> om-	
15	<sup>o</sup> om	
16	<sup>o</sup> ša	
20	+ <sup>giš</sup> [gišimmar-gub]-ba	
22	<sup>o</sup> om- <sup>o</sup>	
23-29	lignes interverties	
30	<sup>o</sup> om- <sup>o</sup>	
33	<sup>o</sup> - <sup>d</sup> utu-mu-še-zi-ib <sup>o</sup> (et passim)	
37	<sup>o</sup> om- <sup>o</sup>	
38	<sup>o</sup> - <sup>giš</sup> gišimmar ša é-ùr-ra <sup>o</sup>	
42	+ i-na	
44	+ um <sup>o</sup> om	
49	<sup>o</sup> meš	
53	+ <b>igi</b> a-bu-um-wa-qar <b>dumu</b> iš-me-dingir	
55	<sup>o</sup> tum-ma-lu-um-ga-mil <sup>o</sup>	
56	<sup>o</sup> e-te-el-lum <sup>o</sup>	
67	+ <b>īb-ra</b>	
69	+ ha-am-mu-ra-pí <b>lugal-e</b>	
72	+ <b>sag-bi</b> an-gin <sub>x</sub> īl-l[a] / mu-un-dù	
	Seals:	
S1=aS1	a-pil-[ <sup>d</sup> EN]-ZU / <b>dumu</b> [ <sup>d</sup> nanna-ma]-an-sì	
	<b>lú</b> -[ <sup>d</sup> nan]na / <b>dumu</b> ni-di-[it]-tum /	
S2=aS2	ìr <sup>d</sup> iškur / ù <sup>d</sup> en-ki	
aS3	<b>inim</b> - <sup>d</sup> [en-líl-lá] / <b>dumu</b> tum-ma-[...] /	
	ìr [...]	
S4=aS4	e-te-el-lum / <b>dumu</b> a-wi-ia-tum / [...]	
S5=aS5	a-na-[ <sup>d</sup> EN-ZU-e]-mi-id / <b>dumu</b> ni-id-na-	
	tum / ìr <sup>d</sup> mar-tu	
S6=aS6	<sup>d</sup> en-ki / ù <sup>d</sup> muš	

## 6.5 Outline of division of property

**Table 5 Division of assets between contractual parties: Idin-Šamaš, Irībam-Sîn, Ibbi-Ilabrat, Ilī-nāšir and Mâr-Iršitim**

<b>Idin-Šamaš</b>	<b>Irībam-Sîn</b>	<b>Ibbi-Ilabrat</b>	<b>Ilī-nāšir</b>	<b>Šam-šiya</b>	<b>Mâr-Iršitim</b>
1 <b>sar</b> of built house $\frac{1}{4}$ <b>sar</b> and 5 <b>še</b> of built house	25 <b>še</b> of built house	25 <b>še</b> of built house	25 <b>še</b> of built house	25 <b>še</b> of built house	25 <b>še</b> of built house
20 <b>sar</b> orchard of palm trees	12 <b>sar</b> orchard	12 <b>sar</b> orchard	12 <b>sar</b> orchard of palm trees	12 <b>sar</b> orchard of palm trees	12 <b>sar</b> orchard of palm trees
$\frac{1}{18}$ <b>gán</b> of field	$\frac{1}{18}$ <b>gán</b> of field	$\frac{1}{18}$ <b>gán</b> of field	$\frac{1}{18}$ <b>gán</b> of field	$\frac{1}{18}$ <b>gán</b> of field	$\frac{1}{18}$ <b>gán</b> of field
1 door of attic made out of wooden of palm tree	1 door of attic out of wooden of palm tree	1 door of attic out of wooden of palm tree	1 door in veins of palms	1 door of attic out of wooden of palm tree	1 door of attic made of logs
20 barley <b>gur</b> 1 $\frac{1}{3}$ silver shekels	10 barley <b>gur</b> 2 silver shekels  2 $\frac{1}{3}$ <b>gan</b> spelled wheat a slave Luštamar-Šamaš, for compensation	10 barley <b>gur</b> 2 silver shekels	10 barley <b>gur</b> 2 silver shekels	10 barley <b>gur</b> 2 silver shekels	10 barley <b>gur</b>  11 units sesame

## 6.6 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Brothers, namely Idin-Šamaš, Irībam-Sîn, Ibbi-Ilabrat, Ilī-nāšir and Mār-Iršitim.
E 2	Estate owner	No name of father mentioned.
E 3	Estate assets: fully or partially divided	The whole of the deceased parent's estate – all six brothers' agreed awarded assets recorded in the division agreement.
E 4	Mutual Consent	Terms <b>ba</b> and <i>i-zu-zu</i> : line 47: <b>ḫa-la é-da-da-a-ni ì-ba-a-ne</b> - they shared paternal succession. Line 46: <i>i-na mi-it-gu-ur-ti-šu-nu is-qá-am i-/du-ú-ma</i> - by mutual agreement in equal parts, they have agreed to the division.
E 5	<i>Raison de Être</i>	Exchange and bringing in.

### (b) Natural elements

The natural elements are the choices from law and practice in Old Babylonian Larsa, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	Bringing in: Lines 14-18: 10 barley <b>gur</b> ; 2 silver shekels; 2 <sup>1</sup> / <sub>3</sub> spelled-wheat round of applause; a slave named Luštamar-Šamaš, that for its compensation ( <i>ina tēlītīšu</i> ) as additionally received: is the inheritance share of Irībam-Sîn.
Nat 3	Division by lots/in good	Line 46: <i>i-na mi-it-gu-ur-ti-šu-nu is-qá-am i-/du-ú-ma</i> - by mutual agreement, they have agreed to the division by casting of lots

	will (Larsa ( <sup>giš</sup> <b>sub-ba</b> /išqu))	(division by lots - <i>išqu</i> ).
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is	None.
Nat 6	No claim	Line 48: brother against brother will not raise a word/claim and come back.
Nat 7	Oath in temple	No oath in temple. Oath: lines 49-51: they swore by Nanna, Šamaš and Ḫammu-rāpi.
Nat 8	Preference portion	None.
Nat 9	Shares: equal	They divide the estate in equal parts. Line 46: by mutual agreement in equal parts, they have agreed to the division.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties	Brothers Idin-Šamaš, Irībam-Sîn, Ibbi-ilabrat, Ilī-nâšir and Mâr-iršitim.
I2	Birth Order of brothers	None.

I3	Description of assets: thorough description, value	Description of unit, extent of unit and position on or in relating to the unit, e.g 1 <b>iku</b> of field next to the field of the Šulgire-padda, who (is) with beside Šamšiya; 25 <b>še</b> of built house, beside the ground of Irîbam-Sîn; 1 door of attic out of wooden of palm tree; 10 barley <b>gur</b> ; 2 silver shekels.
I4	Special legal terms/ Symbolism	Line 9, 18, 25, 33, 39, 45: <b>ha-la</b> - inheritance share. Line 47: <b>ha-la é-da-da-a-ni i-ba-a-ne</b> - they shared paternal succession. Line 46: <i>i-na mi-it-gu-ur-ti-šu-nu is-qá-am i-/du-ú-ma</i> - by mutual agreement, they have agreed to the division. Line 48: <b>u<sub>4</sub>-kúr-še u<sub>4</sub>-nu-me-a-kam šeš šeš-ra inim nu-gá-gá</b> - brother against brother will not raise a word and come back.
I5	Oath: king and/or gods	Lines 49-51: <b>nu-mu-un-da-bal-e mu<sup>d</sup>nanna<sup>d</sup>ut[u<sup>d</sup>am]ar-utu ù ha-am-mu-ra-[pí lugal] in-pàd-meš</b> - they swore by Nanna, Šamaš and Ḫammu-rāpi.
I6	Witnesses' names, rank/family standing	<b>Igi.</b> Names of witnesses scribe ( <b>dub-sar</b> ) one of witnesses, status mentions, e.g. son ( <b>dumu</b> ) of X.
Qualities of Division Text		
I7	Language	Sumerian and some Akkadian.
I8	Location	Larsa.
I9	Tablet's condition	Text omitted.
I10	Number of copies	One copy for all the contractual parties awarded portions are reflected in one recorded agreement.
I11	Date Formula	In the month of the process of grain (?), on the 4th day. <b>Še-gur<sub>10</sub>-ku<sub>5</sub></b> is unknown in the calendar, however compare discussions by Cohen (1993:123) regarding the terms <b>še</b> and <b>ku<sub>5</sub></b> and possible meaning as “to process grain”. At the end of tablet <b>mu + é-me-te-ur-sag-gá mu-un-gibil-lá u<sub>6</sub><sup>!</sup>-nir ki-tuš-mah<sup>d</sup> za-ba<sub>4</sub>-ba<sub>4</sub><sup>d</sup>inanna</b> - in the year in which he restored (the temple) Emetsursag and built the ziggurat, the magnificent

		dwelling place of Zababa and Inanna. The 36 <sup>th</sup> regal year of king Ḫammu-rāpi from Babylon. <sup>9</sup>
I12	Seals Impressions	Present.
I13	Rhythm sequence Special Style	Essential elements:  Larsa seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B) (Larsa seq E.1: DF:B)  Natural elements:  Nat 2 bringing in, Nat 3 division by lots, Nat 6 no claim, Nat 7 oath, Nat 9 equal shares, Nat 12 witnesses.

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<sup>9</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K6.htm>. Cited 2 February 2012.

## 7. (L7) DIVISION AGREEMENT OF DECEASED PATERNAL AND MATERNAL ESTATES BETWEEN SISTER AND BROTHERS: MINANI, UBAR-SÎN & ILÎ-SUKKALLUM

### 7.1 Source

The tablet catalogue number is TS 56 and museum number BM 33233. Charpin (1980:240-241, 64) transcribed the tablet and translated it in French. The researcher translated the transcription and French text in English. No plate was published.

### 7.2 Background information

This is a division agreement of the paternal and maternal estate between the siblings Minani, Ubar-Sîn and Ilî-sukkallum. Text L7 was recorded in King Ḫammu-rāpi's 42th regal year. However, in the following text, L8, the contractual parties (siblings) concluded another division agreement, in the year of king Samsu-iluna's 4th regal year.

### 7.3 Family members involved

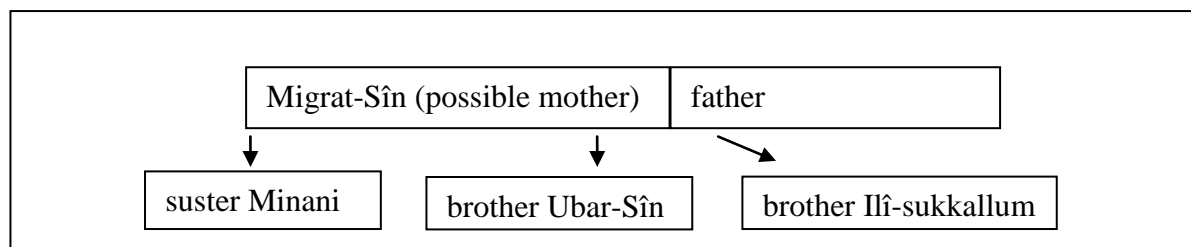


Figure 7 Schematic outline of family: father and mother between the siblings Minani, Ubar-Sîn and Ilî-sukkallum

### 7.4 Transcription and translation

TS 56 (BM 33233), transcription and translation by Charpin (1980:64, 240-241).

1	5/6 <b>sar</b> é-du-[a]	5/6 <b>sar</b> de terrain bâti,
2	<b>da</b> na-ka-am-tim ša [x x] x	à côté du magasin de [...]
3	<b>ù da</b> ḫa-la mi-na-ni	et à côté de la part de Minani
4	<b>du[mu]</b> mi-ig-ra-at- <sup>d</sup> EN-ZU	fils de Migrat-Sîn,

5	<b>sag e-sír ù sag é</b> <sup>d</sup> EN-ZU-a-zu	ayant pour côté court (d'une part) la rue et (d'autre part) le terrain de Sîn-asûm:
6	<b>ḥa-la dumu-meš</b> <i>u-bar-</i> <sup>d</sup> EN-ZU	(telle est) la part des fils d'Ubar-Sîn;
7	1 <sup>1</sup> / <sub>3</sub> <b>sar é-du-a da dumu-meš</b> <i>u-bar-</i> <sup>d</sup> EN-ZU <b>sag é</b> <sup>d</sup> EN-ZU-a-zu ù <b>e-sír</b>	1 <sup>1</sup> / <sub>3</sub> <b>sar</b> de terrain bâti, à côté des fils d'Ubar-Sîn, ayant pour côté court le terrain de Sîn-asûm et la rue;
8	<sup>1</sup> / <sub>3</sub> <b>sar kishlah da e-sír</b>	<sup>1</sup> / <sub>3</sub> <b>sar</b> de terrain nu à côté de la rue:
9	<b>ḥa-la mi-na-ni dumu</b> <i>mi-ig-ra-at-</i> <sup>d</sup> EN-ZU	(telle est) la part de Minani fils de Migrat-Sîn;
10	<sup>1</sup> / <sub>2</sub> <b>sar é-du-a da mi-na-ni</b>	
11	<sup>1</sup> / <sub>3</sub> <b>sar kishlah da šám-kù</b> <i>ši-lí-eš<sub>4</sub>-tár</i>	<sup>1</sup> / <sub>2</sub> <b>sar</b> de terrain bâti, à côté de Minani;
12	ù <b>ḥa-la mi-na-ni</b>	<sup>1</sup> / <sub>3</sub> <b>sar</b> de terrain nu, à côté du bien-
13	<b>ḥa-la dumu-meš</b> <i>ì-lí-sukkal</i>	fonds acheté par Šilli-Ištar
14	<i>wa-ar-ki</i> <b>ḥa-la é-ad-a*</b> <i>ni-šu-nu</i>	et de la part de Minani:
15	<i>ú-sà-ni-qú-ú-ma</i> <b>é-ad-da*a-ni</b>	(telle est) la part des fils d'Ilî-sukkallum.
16	<b>ma-la</b> <i>ma-šú-ú</i>	Après qu'ils eurent établi les parts
17	<i>i-na mi-it-gur-ti-šu-nu</i>	respectives de la "maison de leur père",
18	<i>i*-zu*-zu*</i> <b>u<sub>4</sub>-kúr-šè nu-mu-un-da-bal-meš</b>	d'un commun accord ils ont partagé la "maison de leur père" autant qu'il y en a"
bis		
19	<b>mu</b> <sup>d</sup> nanna <sup>d</sup> utu <sup>d</sup> amar-utu	Clause de non revendication, serment,
20	ù <i>ha-am-mu-ra-pí</i> <b>lugal</b>	témoins et date.
21	<b>in-pàd-meš</b>	
22	<b>igi</b> <i>qí-iš-ti-ir-ra ra-bi sí-ka-tim</i>	
23	<b>igi</b> <i>a-pil-</i> <sup>d</sup> EN-ZU dumu <sup>d</sup> nanna.ma.an.sì	
24	<b>igi</b> <sup>d</sup> EN-ZU-ú-sé-li	
25	<b>dumu</b> <i>ši-lí-eš<sub>4</sub>-tár</i>	
26	<b>igi</b> <sup>d</sup> utu- <i>ha-zi-ir</i> <b>dumu</b> <i>a-bu-ni</i>	
27	<b>igi</b> <i>ip-qú-ir-ra</i> <b>dumu</b> <i>na-bi-ì-lí-šu</i>	
28	<b>igi</b> <sup>d</sup> EN-ZU- <i>še-me-ne</i> <b>šeš-a-ni</b>	
29	<b>igi</b> <i>še-ep-</i> <sup>d</sup> EN-ZU-nar	



30	<b>igi lú-<sup>d</sup>en-líl-lá</b>	
31	<b>dumu</b> <i>li-pí-it-eš<sub>4</sub>-tár</i>	
32	<b>igi</b> <i>lu-mu-ur-gi-mil-<sup>d</sup>utu</i>	
33	<b>dumu</b> <i>nu-úr-<sup>d</sup>mar-tu</i>	
34	<b>igi</b> <i>ì-lí-ellat-ti šitim</i>	
35	<b>igi</b> <i>na-bi-ì-lí-šu</i> <b>dub-sar</b>	
36	<b>igi</b> <i><sup>d</sup>utu-mu-ba-lí-iṭ</i>	
37	<b>dumu</b> <sup>d</sup> EN-ZU- <i>a-ša-re-ed</i>	
38	<b>kišib-lú-inim-ma-bi-meš</b>	
39	<b>1+1 ab-è-a</b>	
40	<b>mu</b> <i>ha-am-mu-ra-pí</i> <b>lugal</b>	
41	<b>bád'-gal-kar-ra-<sup>d</sup>utu</b>	
42	<b>mu-un-dù-a</b>	

TS 56 (BM 33233), Transcription Charpin (1980:240-241) and translation by the researcher.

1	<b><sup>5</sup>/<sub>6</sub> sar é-du-[a]</b>	<b>5/6 sar</b> of built house
2	<b>da</b> <i>na-ka-am-tim ša</i> [x x] x	(located) next to the store of [...] and
3	<b>ù da ḥa-la</b> <i>mi-na-ni</i>	(located) next to the inheritance share
4	<b>du[mu]</b> <i>mi-ig-ra-at-<sup>d</sup>EN-ZU</i>	of Minani child of Migrat-Sîn
5	<b>sag e-sír</b> <b>ù sag é</b> <sup>d</sup> EN-ZU- <b>a-zu</b>	all along (on the one side) of the street and (on the other side) of the house of Sîn-asûm:
6	<b>ḥa-la dumu-meš</b> <i>u-bar-<sup>d</sup>EN-ZU</i>	is the inheritance share of brother Ubar-Sîn;
7	<b>1 <sup>1</sup>/<sub>3</sub> sar é-du-a da dumu-meš</b> <i>u-bar-<sup>d</sup>EN-ZU</i> <b>sag é</b> <sup>d</sup> EN-ZU- <b>a-zu</b> <b>ù e-sír</b>	<b>1 <sup>1</sup>/<sub>3</sub> sar</b> of built house beside the house of brother Ubar-Sîn, all along the short side of the house of Sîn-asûm and the street;
8	<b><sup>1</sup>/<sub>3</sub> sar kishlah da e-sír</b>	<b><sup>1</sup>/<sub>3</sub> sar</b> of open area (located) next to the street:
9	<b>ḥa-la</b> <i>mi-na-ni dumu mi-ig-ra-at-<sup>d</sup>EN-ZU</i>	are the inheritance share of Minani child of Migrat-Sîn;
10	<b><sup>1</sup>/<sub>2</sub> sar é-du-a da mi-na-ni</b>	<b><sup>1</sup>/<sub>2</sub> sar</b> of developed site, (located) next

11	<sup>1</sup> / <sub>3</sub> sar kislak da šám-kù ši-lí-eš <sub>4</sub> -tár	to Minani;
12	ù ha-la mi-na-ni	<sup>1</sup> / <sub>3</sub> <b>sar</b> of open area, (located) next to
13	ha-la dumu-meš ì-lí-sukkal	the real estate bought by Šilli-Ištar and
14	wa-ar-ki ha-la é-ad-a*ni-šu-nu	on behalf of Minani:
15	ú-sà-ni-qú-ú-ma é-ad-da*a-ni	are the inheritance share of brother Ilî-
16	ma-la ma-šú-ú	sukkallum.
17	i-na mi-it-gur-ti-šu-nu	After they had established the
18	i*-zu*-zu*	respective inheritance shares of the
18	u <sub>4</sub> -kúr-šè nu-mu-un-da-bal-meš	“house of their father”, by mutual
bis		agreement in equal parts they divided
19	mu <sup>d</sup> nanna <sup>d</sup> utu <sup>d</sup> amar-utu	the “house of their father” as much as
20	ù ha-am-mu-ra-pí lugal	there were.
21	in-pàd-meš	They will not claim against another.
22	igi qí-iš-ti-ir-ra ra-bi sí-ka-tim	
23	igi a-pil- <sup>d</sup> EN-ZU dumu <sup>d</sup> nanna-ma-an-sì	They sworn by Nanna, Šamaš and king
24	igi <sup>d</sup> EN-ZU-ú-sé-li	Ḫammu-rāpi.
25	dumu ši-lí-eš <sub>4</sub> -tár	(Witnesses- and date clauses follow)
26	igi <sup>d</sup> utu-ha-zi-ir dumu a-bu-ni	before Qištirabi, Síkatim
27	igi ip-qú-ir-ra dumu na-bi-ì-lí-šu	before Apil- <sup>d</sup> Sîn son of <sup>d</sup> Nanna-mansì
28	igi <sup>d</sup> EN-ZU-še-me-ne šeš-a-ni	before <sup>d</sup> Sînúséli
29	igi še-ep- <sup>d</sup> EN-ZU-nar	son of Šili-Ištar
30	igi lú- <sup>d</sup> en-líl-lá	before <sup>d</sup> Utu-hazir son of Abuni
31	dumu li-pí-it-eš <sub>4</sub> -tár	before Ipqu-Ìra son of Nabilīšu
32	igi lu-mu-ur-gi-mil- <sup>d</sup> utu	before <sup>d</sup> Sînšemene his brother
33	dumu nu-úr- <sup>d</sup> mar-tu	before Šep- <sup>d</sup> Sîn-nar
34	igi ì-lí-ellat-ti šitim	before Lú- <sup>d</sup> Enlilá
35	igi na-bi-ì-lí-šu dub-sar	son of Lipít-Ištar
36	igi <sup>d</sup> utu-mu-ba-lí-iṭ	before Lumurgimil- <sup>d</sup> Utu
		son of Núr- <sup>d</sup> Martu
		before Ilî-Ellatišitim
		before Nabilšu the scribe
		before <sup>d</sup> Utu-mubalīt

37	<b>dumu</b> <sup>d</sup> EN-ZU- <i>a-ša-re-ed</i>	son of <sup>d</sup> Sîn-šared
38	<b>kišib-lú-inim-ma-bi-meš</b>	The witnesses sealed it.
39	<b>1+1 ab-è-a</b>	
40	<b>mu</b> <i>ha-am-mu-ra-pí</i> <b>lugal</b>	In the year in which king Ḫammu-rāpi
41	<b>bád'-gal-kar-ra-<sup>d</sup>utu</b>	built the great wall of Kar-Šamaš
42	<b>mu-un-dù-a</b>	

TS 56a (BM 33233a+33302+33274+33309+33326) transcription by Charpin (1980:240-241) and translation by the researcher.

	First two lines lacunae	
1	[x x x]- <b>la</b> <i>mi-na-ni</i> [x x x]- <i>ra-at-</i> <sup>d</sup> EN-ZU	[inheritance share] of Minani child of
2	[x x] <sup>d</sup> EN-ZU- <b>a-zu</b> <b>ù</b> [e- <b>sí</b> ] <b>r</b>	Migrat-Sîn, ... the house of brother
3	[x x] <b>dumu-meš</b> <i>u</i> -[x x x x]	Ubar-Sîn, child of
4	1 <sup>1</sup> / <sub>3</sub> <b>sar é-du-a</b>	1 <sup>1</sup> / <sub>3</sub> sar of built house,
5	[x x x xm]eš <i>u-bar-</i> [ <sup>d</sup> E]N-ZU	Ubar-Sîn,
6	[x x x]EN-[x x x x] <b>e-[sí]<b>r</b></b>	.....
7	[x x x x <b>d</b> ]a <b>ḫa-la</b> <i>ši-lí</i> [ <i>í</i> x x]	the inheritance share of
8	[x x x x] <b>e-sír</b>	.....
9	[ <b>ḫa-la</b> ] [ <i>m</i> ]i-na-mi <b>dumu</b> <i>mi-ig-ra-[a]t</i> <sup>d</sup> EN-ZU	The inheritance share of Minani child
	<sup>1</sup> / <sub>2</sub> <b>sa[r]</b> <b>é-du-a</b> <b>ḫa-la</b> <i>mi</i> -[x x]	of Migrat-Sîn;
10	<b>ù da šám-kù</b> <i>ši-lí-eš<sub>4</sub>-tár</i>	<sup>1</sup> / <sub>3</sub> <b>sar</b> of open area, of the inheritance
11	<b>sag é</b> <sup>d</sup> EN-ZU- <b>a-zu</b> <b>ù</b> <b>e-sír</b>	share of Minani and beside Šilli-Ištar
		all along (on the one side) of the street
		and (on the other side) of the house of
		Sîn-asûm:
12	<sup>1</sup> / <sub>3</sub> <b>sar</b> <b>kislah da ḫa-la</b> <i>mi</i> -[xx]	<sup>1</sup> / <sub>3</sub> <b>sar</b> of open area (located) next to
		the inheritance share of Minani
13	<b>ù d[a] šám-kù</b> <i>ši-lí-eš<sub>4</sub>-tár</i>	and beside the real estate bought by
		Šilli-Ištar:
14	<b>ḫa-la dumu-meš</b> <i>ì-lí-sukkal</i>	are the inheritance share of brother Ilî-
		sukkallum.
15	<i>wa-ar-ki</i> <b>ḫa-la é-a</b> [d....]	After they had established the
		respective inheritance shares

	gap	
16	<b>u<sub>4</sub>-kúr-šè nu-</b> [x x x x x x] <b>mu-lugal</b> [x x x x]	clause of nonclaim [damaged text] (oath) Sworn by king [...] (witnesses)
R1	<b>igi</b> <i>qí-iš-ti-ir-r</i> [a...]	before Qíštira
2	<b>igi</b> <i>a-p</i> [il- <sup>d</sup> EN-]ZU <b>dumu</b> <sup>d</sup> [x x x x]	before Apil- <sup>d</sup> Sîn son of <sup>d</sup> [x x x x]
3	<b>igi</b> <sup>d</sup> EN-[ZU-ú-sé-]li <b>dumu</b> <i>ši-li-eš<sub>4</sub>-tár</i>	before <sup>d</sup> Sîn -úséli son of Šili- Ištar
4	<b>igi</b> <i>ip-[qú-ir-r]</i> a <b>dumu</b> <i>na-bi-ì-lí-šu</i>	before Ipqú-ira son of Nabì-líšu
5	<b>igi</b> <sup>d</sup> [EN-ZU-še-me-]e <b>šeš-a-ni</b>	before <sup>d</sup> Sînšeme his brother
6	<b>igi</b> <sup>d</sup> [utu-ha]zi-ir <b>dumu</b> <i>a-bu-ni</i>	before <sup>d</sup> Utuhazir son of Abuni
7	<b>igi</b> <i>še-[ep-<sup>d</sup>EN-Z]U</i> <b>dumu</b> <i>nu-úr-<sup>d</sup>nin-šubur</i>	before Šep- <sup>d</sup> Sîn son of Núr- <sup>d</sup> Ninšubur
8	<b>igi</b> <b>lú-</b> [ <sup>d</sup> en-l]il-lá <b>dumu</b> <i>li-pí-it-eš<sub>4</sub>-tár</i>	before Lú- <sup>d</sup> En-lilá son of Lipít- Ištar
9	<b>igi</b> <i>lu-[mu-u]r-gi-mil-<sup>d</sup>utu</i> <b>dumu</b> <i>nu-úr-<sup>d</sup>nin-</i>	before Lumur-gimil- <sup>d</sup> Utu son of Núr-
10	<b>šubur</b>	<sup>d</sup> Ninšubur
11	<b>igi</b> <sup>d</sup> [utu-m]u-ba-lí-iṭ <b>dumu</b> <sup>d</sup> EN-ZU-a-ša-re-ed	before <sup>d</sup> Utu-mubalīt son of <sup>d</sup> Sîn-ašared
12	<b>igi</b> <i>ì-ellat-ti šitim</i>	before Ì-ellati šitim
13	<b>igi</b> <i>na-bi-[i]-ì-lí-šu</i> <b>dub-sar</b>	before Nabì-líšu the scribe
14	<b>kišib-lú-</b> [inim-ma-bi-m]eš	The witnesses sealed it.
15	[...]	
16	[...]	
17	[bád'-ga]l-kar-ra- <sup>d</sup> [utu]	(Date formula) In the year in which he
18	[mu-un]-dù-a	built the great wall of Kar-Szamasz.
19	Seals: S1=aS1 <i>a-pil-</i> <sup>d</sup> EN-ZU/ <b>dumu</b> <sup>d</sup> nanna-ma-an-sì S2=aS2 <sup>d</sup> EN-ZU-ú-sé-li/B <i>ši-lí-<sup>d</sup>inanna/ir<sup>d</sup>iškur</i> S3=aS3 <sup>d</sup> utu-ha-zi-ir/dumu a-bu-ni/ir <sup>d</sup> nin-si <sub>4</sub> -an-na aS4 <i>[ip-qú-ir-ra]/[dumu na]-bi-ì-lí-šu</i> /[ir] <sup>d</sup> nin-si <sub>4</sub> -an-na	(Seal impressions)

## 7.5 Outline of division of property

**Table 6 Division of assets between: Minani, Ubar-Sîn and Ilî-sukkallum**

<b>Minani</b>	<b>Ubar-Sîn</b>	<b>Ilî-sukkallum</b>
1 $\frac{1}{3}$ <b>sar</b> of built house $\frac{1}{3}$ <b>sar</b> of open area	$\frac{5}{6}$ <b>sar</b> of built house	$\frac{1}{2}$ <b>sar</b> of developed site $\frac{1}{3}$ <b>sar</b> of open area

## 7.6 Elements of the family deceased division agreement

### (a) *Essential elements*

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Brothers and sister.
E 2	Estate owner	Father – unnamed. The text mentioned it is the estate of the father which is divided. No name of the father is given in the text.
E 3	Estate assets: fully or partially divided	It seems the whole estate is divided, although only certain immovable properties, as divided shares, were mentioned in text. Compare “they divided the “house of their father”, “as much as there were”: and it seems that the whole paternal estate is divided.
E 4	Mutual Consent	The term <i>mi-it-gur-ti-šû-nu i*-zu*-zu*</i> is used.
E 5	<i>Raison de’Être</i>	Exchange, although no exact proportions of divided shares. The whole estate is divided and it seems that only certain properties were mentioned in the text – thus caution must taken in concluding, that there were not a <i>quid pro quo</i> division made, regarding all of the paternal estate assets.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Larsa, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is	After they had established the respective shares of the “house of their father”, by mutual agreement they divided the “house of their father” as much as there were”: <i>wa-ar-ki ḥa-la é-ad-a*ni-šu-nu ú-sà-ni-qú-ú-ma é-ad-da*a-ni ma-la ma-ṣú-ú i-na mi-it-gur-ti-šu-nu i*-zu*-zu*</i> .
Nat 6	No claim	Line 18 bis: in the future they will not claim against another.
Nat 7	Oath in temple	No oath in temple. Oath: lines 19-21 - sworn by Nanna, Šamaš and king Ḫammu-rāpi.
Nat 8	Preference portion	None.
Nat 9	Shares: equal	Line 15-18 - after they had established the respective shares of the “house of their father”, by mutual agreement in equal parts, they divided the “house of their father”, “as much as there were”.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term <b>igi</b> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties	This is a division agreement of the maternal and paternal estate between the siblings Minani, Ubar-Sîn and Ilî-sukkallum regarding the awarded divided assets of all three children, although only the contractual parties are mentioned implicit in text. Father's name is not mentioned.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Description of unit, extent of unit and position on or in relating to the unit. E.g 1 $\frac{1}{3}$ <b>sar</b> of built house, located next to brother Ubar-Sîn, having for short side the ground of Sîn-asûm and the street; 5/6 <b>sar</b> of built house, located next to the store of [...] and located next to the share of Minani child of Migrat-Sîn, having for side runs (on the one hand) the street and (on the other hand) the ground of Sîn-asûm.
I4	Special legal terms/ Symbolism	<p>Lines 3, 6, 19 &amp; 13: ḥa-la - inheritance share.</p> <p>Lines 15-18: <i>ú-sà-ni-qú-ú-ma é-ad-da*a-ni ma-la ma-šú-ú i-na mi-it-gur-ti-šu-nu i*-zu*-zu*</i> - After they had established the respective shares of the “house of their father”, by mutual agreement in equal parts, they divided the “house of their father” “as much as there were”</p> <p>Line 18 bis: <i>u<sub>4</sub>-kúr-šè nu-mu-un-da-bal-meš</i> – no contest clause.</p>
I5	Oath: king and/or gods	Lines: 19-21 - they sworn by Nanna, Šamaš and King Ḫammu-rāpi.
I6	Witnesses' names, rank/family standing	<b>Igi.</b> Name of witnesses and status son ( <b>dumu</b> ) of X, and the scribe ( <b>dub-sar</b> ) who act as one of the witnesses.
Qualities of Division Text		

I7	Language	Sumerian and some Akkadian.
I8	Location	Larsa.
I9	Tablet's condition	Tablet in not good condition – text some places omitted.
I10	Number of copies	Only one copy, because all of the brothers' agreed awarded shares are reflected in one document, as stated in the text.
I11	Date Formula	The following clause is present: <b>mu ha-am-mu-ra-pí lugal bád<sup>1</sup>-gal-kar-ra-<sup>d</sup>utu mu-un-dù-a</b> In the year in which king Ḫammu-rāpi built the great wall of Kar-Šamaš. Year 42 of King Ḫammu-rāpi's regal year. <sup>10</sup>
I12	Seals Impressions	The following clause is present: <b>kišib-lú-inim-ma-bi-meš 1+1 ab-è-a</b> with seal impressions.
I13	Rhythm sequence Special Style	Essential elements: Larsa seq E.3: Estate owner: deceased father (DF) & deceased mother (DM), contractual party: sister/s (S) & brother/s (B) (Larsa seq E.3:DF,DM:S,B) Natural elements: Larsa seq Nat 1: 2,5,6,7,12: Nat 5 much as there is, Nat 6 no claim, Nat 7 oath, Nat 9 equal shares, Nat 12 witnesses

<sup>10</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K6.htm>. Cited 2 February 2012.



## 8. (L8) DIVISION AGREEMENT OF UNNAMED DECEASED PATERNAL AND MATERNAL ESTATES BETWEEN SONS OF ILÎ-SUKKALLUM: AWÎL-ILÎ & ŞILLI-IŞTAR, MINANUM (SISTER) & SONS OF UBAR-SÎN (IDIN-ŞAMAŞ & HIS BROTHERS)

### 8.1 Source

Tablet catalogue number is TS 68, and museum number: BM 33237. Charpin (1980:252-253,66), transcribed and translated the tablet in French, following with the researcher's translation in English. No plate was published.

### 8.2 Background information

This is a recorded division agreement between Ilî-sukkallum's sons Awîl-ilî & Şilli-Iştar, Minanum (child of Migrat-Sîn); and Ubar-Sîn's sons; as well as Idin-Şamaš and his brothers.

This division agreement reads in conjunction with L7's division agreement (*supra*). Text L7 was concluded in the time of Ḫammu-rāpi's 42 regal year, and L8, later in the successor king Samsu-iluna's 4B regal year.

### 8.3 Family members

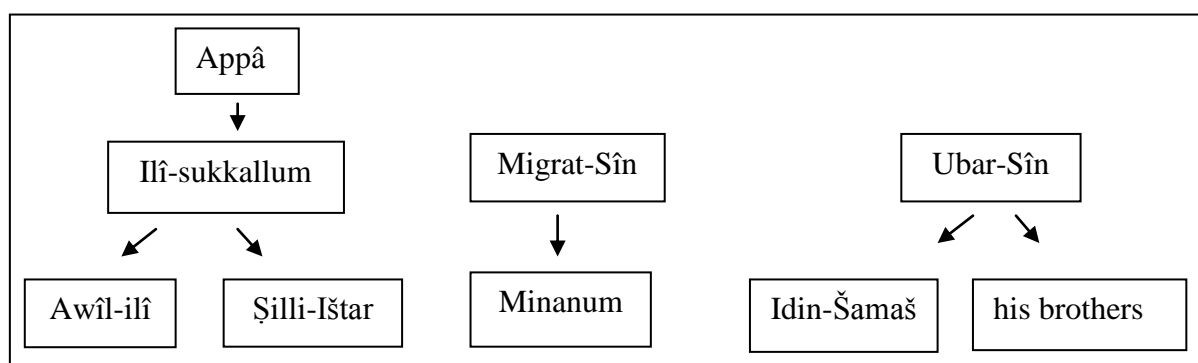


Figure 8 Schematic outline of family: father Ilî-sukkallum's sons Awîl-ilî & Şilli-Iştar , Minanum (child of Migrat-Sîn) & Ubar-Sîn's sons Idin-Şamaš & his brothers

## 8.4 Transcription and translation

TS 68 (BM 33237), transcription by Charpin (1980:252-253) and translation Charpin (1980:66).

1	$4/18 \ 1/32$ gán <sup>o</sup> 30 sar <sup>o</sup> a-ša +	4 $1/2$ iku 30 sar de champ,
2	da + i-din- <sup>d</sup> EN-ZU dumu ša-hu <sup>o</sup> -za	à côté d'Idin-Sîn fils de Šahuza,
3	+da ha-la ši-lí-eš <sub>4</sub> -tár ù a-wi-il-ì-lí <sup>o</sup> šeš-ni <sup>o</sup>	à côté de la part de Šilli-Ištar et Awîl-ilî
4	sag-gán-du <sub>6</sub> ì-lí-dí-nam dumu a-a[p-]pa-a	fils d'Ilî-sukkallum;
5	<sup>o</sup> sag ki-2 <sup>o</sup> a-ša <sup>d</sup> iškur-i-dí-nam	ayant pour côté court le gan.du <sub>6</sub> d'Ilî-
6	ha-la mi- <sup>o</sup> la-nu-um dumu mi-ig-ra-at- <sup>d</sup> EN-	iddinam
	ZU	et pour second côté court le champ
7	$4/18 \ 1/32$ gán <sup>o</sup> 30 sar <sup>o</sup> a-ša +	d'Adad-iddinam:
8	da hala mi-na-nu-um dumu mi-ig-ra-at- <sup>d</sup> EN-	(telle est) la part de Minanum fils de
	ZU	Migrat-Sîn.
9	+da ha-la i-din- <sup>d</sup> utu ù šeš- <sup>o</sup> a-ni	4 $1/2$ iku 30 sar de champ dans le
10	dumu-meš u-bar- <sup>d</sup> EN-ZU	territoire “Gula”,
11	sag gán-du <sub>6</sub> ì-lí-i-dí-nam dumu a-ap-pa-a	à côté de la part de Minanum fils de
12	<sup>o</sup> sag ki-2 <sup>o</sup> a-ša <sup>d</sup> iškur-i-dí-nam	Migrat-Sîn;
13	ha-la ši-lí-eš <sub>4</sub> -tár ù a-wi-il-ì-lí <sup>o</sup> šeš-ni <sup>o</sup>	à côté de la part d'Idin-Šamaš et de ses
14	dumu-meš ì-lí-sukkal	frères,
15	$4/18 \ 1/32$ gán <sup>o</sup> 30 sar <sup>o</sup> a-ša +	fils d'Ubar-Sîn;
16	da ha-la ši-lí-eš <sub>4</sub> -tár ù a-wi-il-ì-lí +	ayant pour côté court le gán.du <sub>6</sub> d'Ilî-
17	+ da a-ša ta-ri-bu-um aga-uš	iddinam fils d'Appâ,
18	sag gán-du <sub>6</sub> il-ì-lí-dí-nam dumu a-ap-pa-a	et pour second côté court le champ
19	<sup>o</sup> sag ki-2 <sup>o</sup> a-ša <sup>d</sup> iškur-i-dí-nam	d'Adad-iddinam:
20	ha-la idin- <sup>d</sup> utu ù šeš-a-ni	(telle est) la part de Šilli-Ištar et de son
20	dumu-meš u-bar- <sup>d</sup> EN-ZU	frère Awîl-ilî,
bis		les fils d'Ilî-sukkallum.
21	<sup>pa5</sup> a-ta-ap+ i-ba-aš-šu-ú	4 $1/2$ iku 30 sar de champ,
R		à côté de la part de Šilli-Ištar et Awîl-
22	ana ha-la ú-ul <sup>o</sup> ša-ki-in <sup>o</sup>	ilî,
23	mi-it-ha-ri-iš <sup>o</sup> i-ša-at-tu <sup>o</sup>	à côté du champ du gendarme Tarîbum:
24	i-na mi-it-gu-ur-ti-šu-nu	ayant pour côté court le gán.du <sub>6</sub> d'Ilî-

25	<sup>o</sup> <i>i-na is-qí-im i-zu-ú-zu</i> <sup>-o</sup>	iddinam fils d'Appâ,
26	<b>nu-mu-un-da-bal-e</b>	et pour second côté court le camp
27	<b>mu sa-am-su-i-lu-na lugal-e</b>	d'Adad-iddinam:
28	<b>in-pàd-meš</b>	(telle est) la part d'Idin-Šamaš et de ses
29	[igi] <i>a-te-e dumu a-wi-ia-tum</i>	frères,
30	<b>igi i-ri-ba-am-<sup>d</sup>EN-ZU dumu</b>	les fils d'Ubar-Sîn.
	<b>dingir-šu-ba-ni</b>	La branche de canal qui existe
31	<b>igi il-ì-lí-qí-ša-am dumu na-ra-am-<sup>d</sup>iškur</b>	n'est pas mise en partage:
32	<b>igi li-pí-it-eš<sub>4</sub>-tár dumu a-pil-<sup>d</sup>EN-ZU</b>	ils s'y approvisionneront à égalité.
33	<b>igi il-ì-lí-qí-ša-am dumu i-nun-é-a</b>	D'un commun accord, ils ont effectué le
34	<b>igi eš<sub>4</sub>-tár-ki-ma-ìl-lì-ia rá-gab</b>	partage par tirage au sort.
35	<b>dumu<sup>d</sup>EN-ZU-ma-gir</b>	Clauses de non revendication, serment,
36	<b>igi<sup>d</sup>iškur-ma-an-sì dumu<sup>d</sup>EN-ZU-iš-me-ni</b>	témoins et date.
37	<b>igi li-pí-it-eš<sub>4</sub>-tár dumu<sup>d</sup>muš-še-mi</b>	
38	<b>iti<sup>giš</sup>apin-du<sub>8</sub>-a-u<sub>4</sub>-4-kam</b>	
39	<b>mu sa-am-su-i-lun-a lugal-e</b>	
40	<b>i<sub>7</sub> sa-am-su-i-lu-na-hé-gál</b>	
41	<b><sup>o</sup>mu-un-ba-al-la<sup>o</sup></b>	

TS 68 (BM 33237), transcription by Charpin (1980:252-253) and translation by the researcher.

1	$\frac{4}{18} \frac{1}{32}$ gán <sup>o</sup> 30 sar <sup>o</sup> a-ša +	4 ½ iku 30 sar of field
2	da + i-din- <sup>d</sup> EN-ZU dumu ša-hu <sup>o</sup> -za	(located) next to Idin-Sîn son of Šahuza
3	+da ha-la ši-lí-eš <sub>4</sub> -tár ù a-wi-il-ì-lí <sup>o</sup> šeš-ni <sup>o</sup>	(located) next to the inheritance share of Šilli-Ištar and Awîl-ilî son of Ilî-sukkallum
4	sag gán-du <sub>6</sub> ì-lí-dí-nam dumu a-a[p-]pa-a	with the short side of Ilî-iddinam child
5	<sup>o</sup> sag ki-2 <sup>o</sup> a-ša <sup>d</sup> iškur-i-dí-nam	of Appa and second short side of the field-of Adad-iddinam:
6	ha-la mi- <sup>o</sup> la-nu-um dumu mi-ig-ra-at- <sup>d</sup> EN-ZU	is the inheritance share of Minanum child of Migrat-Sîn.
7	$\frac{4}{18} \frac{1}{32}$ gán <sup>o</sup> 30 sar <sup>o</sup> a.ša +	4 ½ iku 30 sar of field in the territory
8	da ha-la mi-na-nu-um dumu mi-ig-ra-at- <sup>d</sup> EN-ZU	“Gula”, (located) next to the inheritance share of Minanum child of Migrat-Sîn
9	+da ha-la i-din- <sup>d</sup> utu ù šeš- <sup>o</sup> a-ni	(located) next to the inheritance share of
10	dumu-meš u-bar- <sup>d</sup> EN-ZU	Idin-Šamaš and his brothers, children of Ubar-Sîn
11	sag gán-du <sub>6</sub> ì-lí-i-dí-nam dumu a-ap-pa-a	with the short side of Ilî-iddinam child
12	<sup>o</sup> sag ki-2 <sup>o</sup> a-ša <sup>d</sup> iškur-i-dí-nam	of Appa and second short side of the field of Adad-iddinam:
13	ha-la ši-lí-eš <sub>4</sub> -tár ù a-wi-il-ì-lí <sup>o</sup> šeš-ni <sup>o</sup>	is the inheritance share of Šilli-Ištar and
14	dumu-meš ì-lí-sukkal	his brother Awîl-ilî, children of Ilî-sukkallum.
15	$\frac{4}{18} \frac{1}{32}$ gán <sup>o</sup> 30 sar <sup>o</sup> a-ša +	4 ½ iku 30 sar of field, (located) next
16	da ha-la ši-lí-eš <sub>4</sub> -tár ù a-wi-il-ì-lí +	to the inheritance share of Šilli-Ištar
17	+ da a-ša ta-ri-bu-um aga-uš	and Awîl-ilî (located) next to the field
18	sag gán-du <sub>6</sub> il-ì-lí-dí-nam dumu a-ap-pa-a	of Tarîbum with the short side of Ilî-
19	<sup>o</sup> sag ki-2 <sup>o</sup> a-ša <sup>d</sup> iškur-i-dí-nam	iddinam child of Appa and second short side of the field-of Adad-iddinam:
20	ha-la idin- <sup>d</sup> utu ù šeš-a-ni	is the inheritance share of Idin-Šamaš
20	dumu-meš u-bar- <sup>d</sup> EN-ZU	and his brothers, children of Ubar-Sîn.
bis		

21	<sup>pa5</sup> <i>a-ta-ap+ i-ba-aš-šu-ú</i>	The branch of channel, which forms part
R	<b>ana ḥa-la ú-ul °ša-ki-in<sup>-o</sup></b>	of the paternal estate, is not included in
		division: it will be later supplied for an
		equal division.
22	<i>mi-it-ha-ri-iš<sup>-o</sup> i-ša-at-tu<sup>-o</sup></i>	By mutual agreement in equal parts,
23	<i>i-na mi-it-gu-ur-ti-šu-nu</i>	they carried out the division equally by
24	<i>°i-na is-qí-im i-zu-ú-zu<sup>-o</sup></i>	casting of lots.
25	<b>nu-mu-un-da-bal-e</b>	They will not claim against each other
26	<b>mu sa-am-su-i-lu-na lugal-e</b>	Sworn by the King Samsu-iluna.
27	<b>in-pàd-meš</b>	
		(Witnesses-clause)
28	<b>[igi]</b> <i>a-te-e</i> <b>dumu</b> <i>a-wi-ia-tum</i>	[before] Ate son of Awi-atum
29	<b>igi</b> <i>i-ri-ba-am-</i> <sup>d</sup> <b>EN-ZU</b> <b>dumu</b>	before Iribam- <sup>d</sup> Sîn son of
30	<b>dingir-šu-ba-ni</b>	Dingir-šubani
31	<b>igi</b> <i>il-ì-lí-qí-ša-am</i> <b>dumu</b> <i>na-ra-am-</i> <sup>d</sup> <i>iškur</i>	before Ilì-líqí-ša-am son of Naram- <sup>d</sup> Iškur
32	<b>igi</b> <i>li-pí-it-eš<sub>4</sub>-tár</i> <b>dumu</b> <i>a-pil-</i> <sup>d</sup> <b>EN-ZU</b>	before Lipít- Ištar son of Apil- <sup>d</sup> Sîn
33	<b>igi</b> <i>il-ì-lí-qí-ša-am</i> <b>dumu</b> <i>i-nun-é-a</i>	before Ilìlì-qíšam son of Inuné-a
34	<b>igi</b> <i>eš<sub>4</sub>-tár-ki-ma-ìl-lì-ia</i> <b>rá-gab</b>	before Eš <sub>4</sub> -tárki-maìlia rágab
35	<b>dumu</b> <sup>d</sup> <b>EN-ZU-ma-gir</b>	son of <sup>d</sup> Sîn-magir
36	<b>igi</b> <sup>d</sup> <b>iškur-ma-an-sì</b> <b>dumu</b> <sup>d</sup> <b>EN-ZU-iš-me-ni</b>	before <sup>d</sup> Iškur-mansì son of <sup>d</sup> Sîn-išmeni
37	<b>igi</b> <i>li-pí-it-eš<sub>4</sub>-tár</i> <b>dumu</b> <sup>d</sup> <i>muš-še-mi</i>	before Lipít-Ištar son of <sup>d</sup> Mušemi.
38	<b>iti</b> <sup>giš</sup> <b>apin-du<sub>8</sub>-a-u<sub>4</sub>-4-kam</b>	In the month <sup>giš</sup> <b>Apin-du<sub>8</sub>-a</b> , (the month
39	<b>mu sa-am-su-i-lun-a lugal-e</b>	the seed-plow is let go), the 4 <sup>th</sup> day.
40	<b>i<sub>7</sub> sa-am-su-i-lu-na-hé-gál</b>	Year in which king Samsu-iluna dug the
41	<b>°mu-un-ba-al-la°</b>	Samsu-iluna-canal which brings
		abundance.

TS 68 (BM 33237a)

1	<sup>-o</sup> om- <sup>-o</sup> + <b>a-gàr [gu.la]</b>	(not translated)
2	+ a-ša <sup>-o</sup> ]- <i>a-bu</i>	
3	<sup>+u</sup> <sup>-o</sup> <b>dumu-meš</b> <i>ì-lí-sukkal</i> <sup>-o</sup>	
5	<sup>-o</sup> ù <b>sag</b> <sup>-o</sup>	

6	<sup>o</sup> na	
7	<sup>o</sup> om- <sup>-o</sup> + <b>a-gàr gu-la</b>	
9	<sup>o</sup> om +ù	
12	<sup>o</sup> ù-sag <sup>-o</sup>	
13	<sup>o</sup> om- <sup>-o</sup>	
15	<sup>o</sup> om- <sup>-o</sup> + <b>a-gàr gu-la</b>	
16	+ <b>dumu-meš</b> <i>ì-lí-sukkal</i>	
17	+ù	
19	<sup>o</sup> ù-sag <sup>-o</sup>	
21	+ <i>pu</i> *	
22	<sup>o</sup> iš-ku-nu <sup>-o</sup>	
23	<sup>o</sup> i-ša-aq-qú <sup>-o</sup>	
25	<sup>o</sup> is-qá-am id-du-ú/mi-it-ha-ri-iš i-zu-ú-zu <sup>-o</sup>	
41	<sup>o</sup> om- <sup>-o</sup>	
	Seals:	
S1	<i>i-ri-ba-am</i> - <sup>d</sup> EN-ZU / <b>dumu dingir-šu-ba-ni</b> /	
	[...]	
S2=	<i>ì-lí-i-qí-ša-am</i> / <b>dumu na-ra-am</b> - <sup>d</sup> iškur	
aS2	/ìr <sup>d</sup> iškur	
S3=	<i>li-pí-it-eš<sub>4</sub>-tár</i> / <b>dumu apil</b> - <sup>d</sup> EN-ZU /	
aS3	ìr ša <sup>d</sup> iškur	
S4=	<i>i-nun-é-a</i> / <b>dumu dingir-šu-ba-ni</b> /ìr <sup>d</sup> en-ki /	
aS4	ù <sup>d</sup> muš	
S5	<i>eš<sub>4</sub>-tár-ki-ma-ì-lí-ia</i> / <b>dumu</b> <sup>d</sup> EN-ZU- <i>ma-gir</i>	
	/ ìr <sup>d</sup> BIL-GI	
aS6	<sup>d</sup> muš-še-mi / <b>dumu a-wi-ia-tum</b> / ìr <sup>d</sup> en-ki <sup>d</sup> muš	

## 8.5 Outline of division of property

**Table 7 Outline of division of property of: Awîl-ilî & Šilli-Ištar, Minanum (child of Migrat-Sîn) & Ubar-Sîn's sons Idin-Šamaš & his brothers**

<b>Ilî-sukkallum's children: Awîl-ilî &amp; Šilli-Ištar</b>	<b>Migrat-Sîn's child: Minanum</b>	<b>Ubar-Sîn's children: Idin-Šamaš &amp; his brothers</b>
4 <sup>1</sup> / <sub>2</sub> <b>iku</b> 30 <b>sar</b> of field	4 <sup>1</sup> / <sub>2</sub> <b>iku</b> 30 <b>sar</b> of field	4 <sup>1</sup> / <sub>2</sub> <b>iku</b> 30 <b>sar</b> of field
The branch of channel, which form part of the paternal estate, is not included in the division.		

## 8.6 Elements of the family deceased division agreement

### (a) *Essential elements*

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Division agreement of estates, between possibly the sister Migrat-Sîn and her nephews.
E 2	Estate owner	Estate owner unnamed, although it seems that brothers are predeceased because their children inherit, and only the one sibling/sister inherit with them, namely Migrat-Sîn.
E 3	Estate assets:	All of the estate assets were divided, and certain immovable properties were mentioned.
E 4	Mutual Consent	Lines 23-35: <sup>paš</sup> <i>a-ta-ap + i-ba-aš-šu-ú ana ḥa-la ú-ul ša-ki-in</i> <sup>o</sup> The branch of channel, which forms part of the paternal estate, is not included in division: it will be later supplied for an equal division. By mutual agreement, they carried out the division by casting lots.
E 5	<i>Raison de l'Être</i>	Exchange and casting of lots - 4 <sup>1</sup> / <sub>2</sub> <b>iku</b> 30 <b>sar</b> of field: equally divided. The branch of channel did not form part of the division, the rest of the agreed portions 4 <sup>1</sup> / <sub>2</sub> <b>iku</b> 30 <b>sar</b> of field were awarded in equal parts, to the different groups, by the casting of lots.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Larsa, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	Reverse lines 21-23: <sup>paš</sup> <i>a-ta-a i-ba-aš-šu-ú ana ḥa-la ú-ul ša-ki-in</i> - “The branch of channel, which forms part of the paternal estate, is not included in division: it will be later supplied for an equal division”. This is not technically a bringing in. For the division of assets to occur equally, this branch of a channel, was left outside of the division of the rest of the deceased estate assets. At least for a while, until another agreement can be reached between the contractual parties. Then in a later stage, they may agree to revert co-ownership to sole ownership, regarding the branch of channel.
Nat 3	Division by lots/in good will (Larsa ( <sup>giš</sup> <b>sub- ba/išqu</b> )	Lines 25-26: <i>i-na mi-it-gu-ur-ti-šu-nu i-na is-qí-im i-zu-ú-zu</i> - by mutual agreement in equal parts, they carried out the division by casting lots. (Larsa <i>išqu</i> ).
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is	None.
Nat 6	No claim	Line 26 : <b>nu-mu-un-da-bal-e</b> - they will not claim against each other.
Nat 7	Oath in temple	No oath in temple. Oath: lines 27-28: <b>mu sa-am-su-i-lu-na lugal-e in-pàd-meš</b> - sworn by the king Samsuilina.
Nat 8	Preference portion	None.
Nat 9	Shares: equal	Lines 25-26: <i>i-na mi-it-gu-ur-ti-šu-nu i-na is-qí-im i-zu-ú-zu</i> - by mutual agreement in equal parts, they carried out the division by



		casting lots. (Larsa <i>išqu</i> ).
Nat 10	Straw to gold	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties	Division agreement between Il̄-sukkallum's sons Awīl-ilī & Šilli-Ištar), Migrat-Sîn (child of Minanum) & Ubar-Sîn's sons Idin-Šamaš & his brothers.
I2	Birth Order of brothers	None mentioned.
I3	Description of assets: thorough description, value	Description of unit, extent of unit, boundaries of unit, position on, or in relating to the unit, e.g. 4 $\frac{1}{2}$ <b>iku</b> 30 <b>sar</b> of field, alongside Idin-Sîn son of Šahuza. 4 $\frac{1}{2}$ <b>iku</b> 30 <b>sar</b> of field in the territory "Gula", located next to the share of Minanum son of Migrat-Sîn; located next to the inheritance share of Idin-Šamaš and his brothers, son of Ubar-Sîn.
I4	Special legal terms/ Symbolism	Lines 4, 8, 10, 11, 19, 21R, 24 (mentioned it to refer to inheritance share, and also with reference to the position of the share of property described): <b>ḫa-la</b> .  Lines 23-25: the branch of channel, which forms part of the paternal estate, is not included in division: it will be later supplied for an equal division. By mutual agreement, they carried out the division by

		casting lots. Line 26: <b>nu-mu-un-da-bal-e</b> - they will not claim against each other.
I5	Oath: king and/or gods	Lines 27-28: sworn by the king Samsu-iluna.
I6	Witnesses' names, rank/family standing	Witnesses present with term: lines 29-37 - <b>igi</b> . Name of witnesses and status son ( <b>dumu</b> ) of X.
Qualities of Division Text		
I7	Language	Sumerian and some words Akkadian.
I8	Location	Larsa
I9	Tablet's condition	Not good – some text omitted.
I10	Number of copies	Seems only one copy because all the awarded shares were mentioned in the agreement, regarding the immovable properties.
I11	Date Formula	In the month <sup>gis</sup> <b>Apin-du<sub>8</sub>-a</b> , (the month the seed-plow is let go), the 4 <sup>th</sup> day. Compare discussions by Cohen (1993:97). Lines 38-41: In the year in which king Samsu-iluna dug the Samsu-iluna-canal brings abundance. (Year in which (Samsu-iluna) dug the Eden-canal (called Samsu-iluna-), canal brings abundance – regal year 4 b). <sup>11</sup>
I12	Seals Impressions	Present.
I13	Rhythm sequence Special Style	Essential elements: Larsa seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B) (Larsa seq E.3: DF,DM:B,S) Natural elements: Larsa seq: Nat 2,3,6,7, 9,12: Nat 2 bringing in, Nat 3 division by lots, Nat 6 no claim, Nat 7 oath, Nat 9 equal shares, Nat 12 witnesses.

<sup>11</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K7.htm>). Cited 2 February 2012.

## 9. (L9) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN LIPIT-EA AND HIS UNNAMED BROTHERS/NEPHEWS/COUSINS

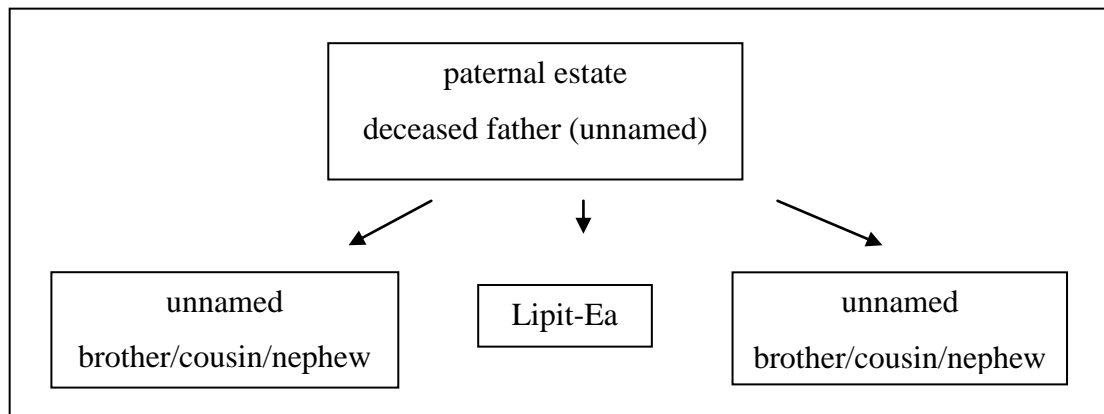
### 9.1 Source

This text is from the private collection in Uppsala, Sweden, previously part of a collection of Alfred Ossian Haldar.<sup>12</sup> It is originally published by Pinches in “*The Proceedings of the Society of Biblical Archaeology volume 39*”, which was part of British Collection, the “*Relph Collection*” in 5-6 Haldar 2 and 23 Relph (Andersson 2008:6-7).<sup>13</sup> Andersson’s (2008:13-20) transcription and translation are included (*infra*).

### 9.2 Background information

This is a division agreement of an unnamed paternal estate, between three family members, regarding one family member Lipit-Ea’s awarded divided asset.

### 9.3 Family members



**Figure 9 Schematic outline of family: unnamed father and three family members (brothers/cousin/nephew) and Lipit-Ea**

<sup>12</sup> Andersson (2008:13) states that the texts are possibly from Larsa or Ur. He opines it were mostly from Larsa, and the date of the tablet is *circa* 1749-1740 BCE (Andersson 2008:13). Andersson (2008:20) based his date evaluation on the similarities in oath and “prosopographical connections to Larsa texts”. He contends that maybe it is before King Rīm Sīn II, to bring it more in relation to “dated oath formulae from Samsu-iluna’s regal years 3-7”, however the reference **lu<sub>2</sub> unug erin<sub>2</sub>** probably shows it is after Samsu-iluna’s conquest of Larsa; thus after 1740 BCE.

<sup>13</sup> Cf. Kalla – draw 37,38 Cf. Stol 714 Publication history: TG Pinches PSBA 39 (1917) no 23 (pp89-95), D Charpin Bi Or 38 (1981) Andersson 2008:13-20 (Haldar 2 (Ex-Relph 23)).

## 9.4 Transcription and translation

Obv	[x sar é dū-a?...]	x m <sup>2</sup> of house in good repair?...
1	[...]ʿXʿ[...]	
2	[... iš]-tu sila a-di ḥa-la ʿxʿ[...]	fr]om the street to the share [of...],
3	[...] iš]-tu sig <sub>4</sub> -zi zà-ġar-raʿXʿ[...]	[...] from the wall of the (family) chapel
4	[...] <sup>ġiṣ</sup> ig ì-šeš <sub>4</sub> mi-[rí-za...]	[...], [x] oiled picket door(s)
5	[...] <sup>ġiṣ</sup> ig mi-rí-[za...]	[...], [x] picket door(s) [...]
6	[x gín igi]- <sub>4</sub> -ġál 6 še šu-tum ká ʿANʿ[...]	[...] (and) 0.35m <sup>2</sup> ... .. the gate of [DN]?
7	[x sa]r ši-ki-tum 4 <sup>2</sup> / <sub>3</sub> gín sar ki-šub-ba [...]	[Xx36]m <sup>2</sup> house plot, 90m <sup>2</sup> uncultivated plot [in...],
8	[...] Larsa(ud-unug) <sup>ki</sup> 1 sar 8 gín ki- šub-ba [...]	[...inʿ] Larsa, 40.8m <sup>2</sup> uncultivated plot [...],
9	[x s]ar š[i-k]i-it-tum 2 <sup>1</sup> / <sub>2</sub> sar ki-šub-ba ʿxʿ[...]	[Xx36]m <sup>2</sup> house plot, 90m <sup>2</sup> uncultivated plot
10	4ʿ sar ki-šub-ba ʿkáʿ <sup>ʿ</sup> dInana(muš <sub>3</sub> ) Zabalám (za-mùš-unug) <sup>ki</sup> [...]	[...], 144 m <sup>2</sup> uncultivated plot, by the gate of Ištar of Zabalam [...],
11	1 sar ši-ki-tum 2 sar ki-šub-ba šà ʿxʿ (xʿ) <sup>ki</sup> ...]	36m <sup>2</sup> house plot, 72 m <sup>2</sup> , uncultivated plot in [...],
12	6 <sup>2</sup> / <sub>3</sub> sar ki-šub-ba šà Ġa <sub>2</sub> -nun-edin-na [(xʿ)]	240 m <sup>2</sup> uncultivated plot in Ġanunedina.
13	60(1 šu-ši) sar <sup>ġiṣ</sup> kiri <sub>6</sub> li-wi-tum an-ta	2160 m <sup>2</sup> garden, region upstream (?),
14	60(1 šu-ši) sar <sup>ġiṣ</sup> kiri <sub>6</sub> li-wi-tum ki-ta uš ki-ta	2160 m <sup>2</sup> garden, region downstream(?), longer side (?),
15	10 iku <sup>ġiṣ</sup> kiri <sub>6</sub> ḥa-za-nu-um šà Larsa(ud-unug) <sup>ki</sup>	36000 m <sup>2</sup> garlic garden in Larsa, 3600 m <sup>2</sup> garden,
16	1 iku <sup>ġiṣ</sup> kiri <sub>6</sub> i-ta Eridu(nun) <sup>ki</sup> -li-wi-ir šà Bād-tibira <sup>ki</sup>	next to (the property of) Eridu-liwwir in Badtibira,
17	73 sar <sup>ġiṣ</sup> kiri <sub>6</sub> šà ālim I-di-ilum-ma i-ta Eridu(nun) <sup>ki</sup> -li-wi-ir	2628 m <sup>2</sup> garden in the township of Idi- illumma next to (the property of) Eridu-
18	10 ikuʿ ur-ba-tum i-ta Eridu(nun) <sup>ki</sup> -li- wi-ir uru X-na-nu an-ta	liwwir in Badtibira, 36000 m <sup>2</sup> shrubbery, next to (the property

19	10 <sup>giš</sup> ildág Ġá-nun-edin-na šà lú unug erín	of) Eridu-liwwur in upper X-nanu, 10 poplars (in) Ġanunedina in (the Territory of) the leader of Uruk's workers.
20	ḥa-la Li-pi <sub>2</sub> -it-E <sub>2</sub> -a	The inheritance of Lipit-Ea, which he
21	ša i-na mi-it-gur-ti-šu- <sup>ṛ</sup> nu <sup>ṛ</sup>	divided with his brothers in mutual
22	it-ti aḥ-ḥi-šu i-zu-zu	agreement.
23	ḥa-la ša i-zu-zu la -i-in-nu-ú-ma	The inheritance which the divided they shall not alter.
24	mu <sup>d</sup> Nanna(šeš-ki) <sup>d</sup> Šamaš(utu) <sup>d</sup> Marduk(amar-utu) ù Sa-am-su-i-lu- na [in-pà]	[They swore] by the names of Nanna, Šamaš, Marduk and Samsu-iluna.
Rev		Witnesses:
1	igi <sup>d</sup> EN-ZU-še-mi <b>dumu</b> <sup>d</sup> EN-ZU-im- gur-an-ni	(before) Sîn-šemi, son of Sîn-imguranni,
2	<sup>1d</sup> EN-ZU-im-gur-an-ni <b>dumu</b> É-a-ši-lí	Sîn-imguranni, son of Ea-illī,
3	<sup>1</sup> Il-šu-ib-ni-šu a-bi aš-lim	Ilšu-ibnīšu, the surveyor,
4	<sup>1</sup> Il-lí-tu-ra-am <b>dumu</b> I-bi- <sup>d</sup> Šakán (gìr)	Ilī-tūram, son of Ibbi-Šakan,
5	<sup>1d</sup> Nin-urta-illat(kaskal-kur)-sú <b>dumu</b> Ša-al-lu-ru-um	Ninurta-illatsu, son of Šallurum,
6	<sup>1</sup> Be-el-šu-nu <b>dumu</b> Bu-un-gu-ru-um	Bēlšunu, son of Bun-gūrum,
7	<sup>1</sup> Sil-lí-Il <b>dumu</b> <sup>d</sup> EN-ZU-a-ša-re-ed	Sillī-Il, son of Sîn-ašarēd,
8	<sup>1</sup> Is-qí <sup>ṽ</sup> (dī)-ì-lì-šu <b>dumu</b> <b>dumu</b> - <sup>d</sup> Martu	Isqi-ilīšu, son of Māri-Amurrim,
9	<sup>1</sup> Ta-ri-bu-um šeš <sup>d</sup> EN-ZU-i-ku-lam	Tarībum, brother of Sîn-īkulam,
10	<sup>1</sup> Pi <sub>4</sub> - <sup>d</sup> Šamaš <b>dumu</b> Mu-ad-da-ġu <sub>10</sub>	Pû-Šamaš, son of Šumi-abīya,
11	<sup>1</sup> Sà-ni-iq-pi <sub>4</sub> - <sup>d</sup> Šamaš <b>dumu</b> Im-ta-ga-ar <sup>d</sup> Šamaš	Saniq-pî-Šamaš, son of Imtagar-Šamaš,
12	<sup>1</sup> E-tel-pí-Eš <sub>4</sub> -tár <b>dumu</b> <sup>d</sup> EN-ZU- <sup>d</sup> Sakán(gìr)	Etel-pî-Ištar , son of Sîn-Šakan,
13	<sup>1d</sup> Šamaš(utu)-ba-ni šeš-a-ni	Šamaš-bani, his brother,
14	<sup>1</sup> Puzur(sud <sub>4</sub> .ša)- <sup>d</sup> Na-zi šitim [x <sup>ṽ</sup> ]	Puzir-Nazi the Builder [(x <sup>ṽ</sup> )],
15	<sup>1</sup> A-bu-wa-qar <b>dumu</b> NI [(x <sup>ṽ</sup> )]	Abu-waqar, his son (?) [(x)] and Awīl-
16	ù A-wi-il- <sup>d</sup> Šamaš(utu) <sup>ṛ</sup> <b>dumu</b> <sup>ṽ</sup> , <sup>d</sup> EN-	Šamaš, {son of <sup>ṽ</sup> } Sîn-[x-x]

	ZU <sup>1</sup> -[x-x]	
17	<i>ʿkišib lu<sub>2</sub> ki inim-ma ʿ-bi-me[š]</i>	The witnesses sealed (it).
18	<i>[í]b<sub>2</sub>-ra-aš</i>	[Month, Date, Year X Samsu-iluna]
19	[ <b>mu</b> Samsu-iluna <b>lugal-e...</b> ] Seals	
1	<i>íl-šu-ib[ni-šu]/<b>dumu</b> of A-pil- d[x(x)]/<b>arád</b> dNin-[x(x)]-Left edge.</i>	Ilšu-ib[nīšu]/son of Apil-[...]/servant of Nin[...]
2	<i>[Šíl]-lí-ì-i[lum<sup>?</sup>]/(<b>dumu</b>) ʿdʿEN-ZU-a- ša-re-[ed]<b>arád</b> dʿNin<sup>?</sup>-si<sub>4</sub>-na – Bottom obv.</i>	[Šil]lī-i[lum <sup>?</sup> ]/[son of] Sîn-ašarē[d]/servant of {Nin <sup>?</sup> }-si <sub>4</sub> na.
3	<i>Mari-dMa[r-tu] / [<b>du</b>]<b>mu</b> Wa-ra[a-a] / <b>arád</b> dMar-tu</i>	Māri-Am[urrim] / [so]n of Wara[ya] / servant of Amurru[m].
4	<i>ʿdʿNin-urta-illat[su] / [<b>dum</b>]<b>u</b> Ša-al-lu- ru[um] / [<b>arád</b>]<b>d</b> EN-[x]</i>	Ninurta-illat[su] / [son] of Šalluru[m] / [servant] of EN-[...].
5	<i>Be-el-šu[nu] / <b>dumu</b> Bu-un-gu-ru-[um] / <b>arád</b> dEN-ʿxʿ / ù [dʿx (x)].</i>	Bēlšu[nu] / son of Bun-gūru[m] / servant of EN-{x} / and [...].
6	<i>Sa<sub>3</sub>-ni-iq-pî<sub>4</sub>-d[Šamaš] / <b>dumu</b> Im-ta- ga-ar-ʿdʿ[Šamaš] / <b>arád</b> d[x (x)]/ ù dMar-t[u]</i>	Saniq-pî-[Šamaš] / son of Imtagar-[Šamaš] / servant of d[x (x)]/and Amurr[um].

## 9.5 Plates



Left edge



Obverse



Right edge



Reverse



Lower edge

Orientalia Suecana LVII (2008)

## 9.6 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Family connection though the term <i>aḥ-ḥi-šu</i> (line 22) also means nephews and cousins (Andersson 2008:15 fn. 44). Thus brother/cousin/nephew.
E 2	Deceased Estate owner:	Unnamed estate owner (father).
E 3	Estate assets: fully or partially divided	Partially divided: only a recording of Lipit-Ea's awarded divided assets. Gardens, houses and wooden objects (oiled picket door(s) and picket doors in lines 4 & 5). No slaves were mentioned.
E 4	Mutual Consent	Lines 20-24: the inheritance of Lipit-Ea, which he divided with his brothers in mutual agreement (in equal parts – not so translated by Andersson). The inheritance which they divided they shall not alter. <i>ša i-na mi-it-gur-ti-šu-ṣu' nu' it-ti aḥ-ḥi-šu i-zu-zu ḥa-la ša i-zu-zu la –i-in-nu-ú-ma.</i>
E 5	<i>Raison de Être</i>	Division of only the inheritance share of Lipit-Ea by means of exchange.

### (b) Natural elements

The natural elements are the choices from law and practice in Old Babylonian Larsa, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat	Division by	None.



3	lots/in good will (Larsa ( <sup>giš</sup> sub-ba /išqu))	
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is	None.
Nat 6	No claim	Line 23: the inheritance which they divided they shall not alter.
Nat 7	Oath in temple	No oath in temple. Oath: line 24: [they swore] by the names of Nanna, Šamaš, Marduk and Samsu-iluna.
Nat 8	Preference portion	None.
Nat 9	Equal shares	Lines 20-24: the inheritance of Lipit-Ea, which he divided with his brothers in mutual agreement (in equal parts – not so translated by Andersson). The inheritance which they divided they shall not alter.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	<b>Igi</b> , translated as “before”.

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
II	Name of contractual	Family connection – though the term <i>ahhu</i> can also means nephews and cousins – (Andersson 2008:15 fn. 44). Thus, they are

	parties	brother/cousin/nephew. Unnamed brother/cousin/nephew and paternal estate deceased father (unnamed). Lines 20-23: The inheritance of Lipit-Ea, which he divided with his brothers in mutual agreement.
I2	Birth Order of brothers	Birth order was not mentioned.
I3	Description of assets: thorough description, value	Description, extent and boundaries in relating to the unit were given. e.g lines 15-17: 36000 m <sup>2</sup> garlic garden in Larsa, 3600 m <sup>2</sup> garden, next to (the property of) Eridu-liwwir in Badtibira, 2628 m <sup>2</sup> garden in the township of Idi-ilumma next to (the property of) Eridu-liwwir in Badtibira. Although some of the gardens and plot, only refer to the extent of the unit.
I4	Special legal terms/ Symbolism	Line 20: <b>hala</b> of X - the inheritance share of X Lines 21-22: <i>ša i-na mi-it-gur-ti-šu-<sup>1</sup>nu<sup>2</sup> it-ti aḥ-ḥi-šu i-zu-zu-</i> which he divided with his brothers in mutual agreement. Line 23: <b>ha-la</b> <i>ša i-zu-zu la -i-in-nu-ú-ma</i> - the inheritance which they divided they shall not alter
I5	Oath: king and/or gods	Line 24: [they swore] by the names of Nanna, Šamaš, Marduk and Samsu-ilina
I6	Witnesses' names, rank/family standing	Lines Rev 1-16: the names and family relationships is mentioned – son ( <b>dumu</b> ) of X. Also mentions the following: Ilšu-ibnīšu, the surveyor and Puzir-Nazi the builder [(x <sup>3</sup> )]. Only professions named – could it be that they have some knowledge of the measurements of structures of the fields, gardens houses mentioned in the agreement?
Qualities of Division Text		
I7	Language	Akkadian and Sumerian – words such as <b>hala</b> , <b>dumu</b> etc.
I8	Location	Larsa
I9	Tablet's condition	Parts of document omitted, problematic is line 3 where it cannot establish who's share it is. Slender document – no envelope used.
I10	Number of copies	One copy excavated regarding only one brother's share. Thus more than one copy must have been recorded.
I11	Date Formula	The following clause is present: line 19: [ <b>mu</b> <i>Samsu-iluna lugal-e...</i> ] - [Month, Date, Year X Samsu-iluna].

I12	Seals Impressions	The following clause is present: lines 17 and seals 1-6: The witnesses sealed (it).
I13	Rhythm sequence Special Style	<p>Essential elements:</p> <p>Larsa seq E.4: Complex family relationships – combination of 1-3 (Larsa seq E.4:complex) Text L9 (E4:compDF:B,N) Samsu-iluna</p> <p>Natural elements:</p> <p>Larsa seq Nat 3: others</p> <p>Nat 6 no claim, Nat 7 oath, Nat 9 equal shares, Nat 12 witnesses.</p>

## 10. (L10) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN ILŠU-ELLASSU (OLDER BROTHER) AND ABAYA, THE YOUNGER BROTHER

### 10.1 Source

Catalogue number of tablet is TS 5a, and the museum number is BM 33180a. There are two fragments without quotations. Charpin (1980:204) transcribed only one of all three tablets, namely TS 5. He translated it in French. The researcher's translation in English follows. No plate was published.

### 10.2 Background information

This is a division agreement of the estate of an unnamed father between his sons Ilšu-ellassu and Abaya.

### 10.3 Family members involved

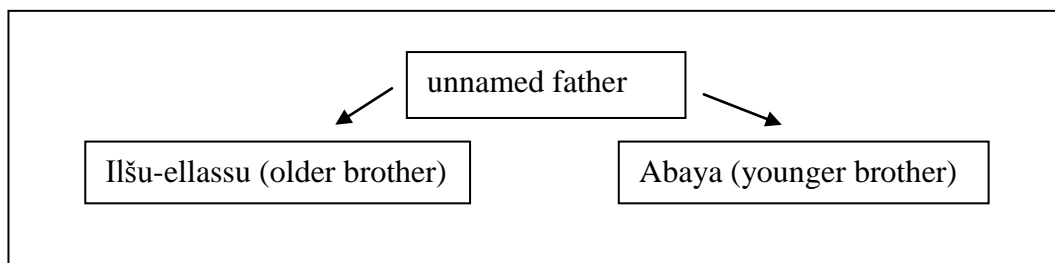


Figure 10 Schematic outline of family: unnamed father and sons Ilšu-ellassu and Abaya

### 10.4 Transcription and translation

TS 5a (BM 33180a & 2 fragments without dimension and the transcription is complete).

1	<sup>1</sup> / <sub>32</sub> gán kiri <sub>6</sub> <sup>giš</sup> gub-ba	<sup>1</sup> / <sub>2</sub> iku of planted orchard of trees
2	á kiri <sub>6</sub> u-bar-ru-um	(located) next to the orchard of Ubarrum
3	18 gín é-dù-a 1 <sup>giš</sup> ig é-gal	18 gín of developed site (with) carried it principal part
4	á é sà-sí-ia	(located) next the ground pertaining to

5	<b>mu-l-e</b> u <sub>4</sub> -3 <sup>1</sup> / <sub>2</sub> kam é- <sup>d</sup> *gu*-la*	Sâsiya; (emoluments) of 3 ½ days per annum in the temple of Gula;
6	<b>mu-l-e</b> u <sub>4</sub> -6 <sup>1</sup> / <sub>2</sub> *-kam é- <sup>d</sup> n[in-l]íl*	from 6 ½ days per annum in the temple of Ninlil;
7	<b>1 sag-gemé</b> <i>wa-qar-tum</i> <b>mu-n</b> [í-im]	a slave-woman Waqartum by name;
8	<b>1</b> <sup>giš</sup> ka- [kara <sub>4</sub> ]	a table of luxury:
9	<b>ḥa-la</b> <i>a-ba</i> -[a šeš bàn-da]	(such are) the inheritance share of Abaya, the younger brother.
10	<b>é</b> kiri <sub>6</sub> nì-ga [ù <sup>giš</sup> šu-kár a-na gál-la]	They divided the house, orchard, goods and furniture as much as there was, by casting of lots.
11	<b>ì-ba-e-ne</b> <sup>gi</sup> [šub-ba ì-sub-bu-ne]	
12	<sup>1</sup> / <sub>32</sub> <b>gán</b> 20 sar kiri <sub>6</sub> [ <sup>giš</sup> -gub-ba]	<sup>1</sup> / <sub>2</sub> <b>iku</b> 20 <b>sar</b> of planted orchard of trees;
13	<sup>1</sup> / <sub>3</sub> <b>sar</b> 2 <b>gín</b> é-dù-[a 1 <sup>giš</sup> ig é-bar-ra]	<sup>1</sup> / <sub>3</sub> <b>sar</b> 2 <b>gín</b> of developed site (with) the door of the corridor;
14	<b>mu-l-e</b> u <sub>4</sub> -6-kam [mar-za é- <sup>d</sup> gu-la]	the 8 <sup>2</sup> / <sub>3</sub> days emolument per annum in the temple of Gula;
15	<b>mu-l-e</b> u <sub>4</sub> -13-kam [é- <sup>d</sup> nin-líl]	(that) 13 days per annum in the temple of Ninlil;
16	<b>mu-l-e</b> u <sub>4</sub> -4-kam é- <sup>d</sup> nanna]	(and that) 4 days per annum in the temple of Nanna;
17	<b>1 sag-ìr</b> <i>pa</i> -[ni-ia <b>mu-ni-im</b> ]	a slave named Pâniya;
18	<b>1 sag-gemé</b> [...]	a slave named ....;
19	<b>1</b> <sup>giš</sup> banšur [...]	a table zagula (first born preferential share):
20	<b>ḥa-la</b> [...]	(such are) the share of...
	beginning of the reverse breaks	(following witnesses and date clause: not translated for tablet is damaged)
1	<sup>l</sup> [...]	[...]
2	<sup>l</sup> sà-s[í-ia <b>dumu</b> šu- <sup>d</sup> nin-šubur]	
3	<sup>l</sup> ir-[...]	
4	<sup>l</sup> ur-[...]	
5	<sup>l</sup> a-hu-ki*-[nu-um...]	
6	<sup>l</sup> ig-mi-il*-[...]	
7	<sup>l</sup> sà-am'-ma-a-n[u-um...]	

8	<b>lú-inim-ma-b[i-me-eš]</b>	
9	<b>iti še-gur<sub>10</sub>-ku<sub>5</sub></b>	In the month of <b>Še-gur<sub>10</sub>-ku<sub>5</sub></b>
10	<b>mu ká-gal 2-a-bi</b>	In the year...
11	<b>ša maš-kán-šabra<sup>ki</sup> mu-dù-a</b>	
Se		
al	S1=aS1: <i>dingir-šu-ellat-sú / ù a-ba-a šeš-a-ni / dumu-meš ar-wi'-ú'-um</i>	

TS (BM 33180): transcription and translation by Charpin (1980:37).

1	[ <sup>1</sup> / <sub>32</sub> <b>gán kiri<sub>6</sub><sup>giš</sup>-gub-ba</b> ]	<sup>1</sup> / <sub>2</sub> iku de verger planté d'arbres,
2	[ <b>da kiri<sub>6</sub> u-bar</b> ]-ru*-um*	à côté du verger d'Ubarrum,
3	[18 <b>gín é-dù-a 1<sup>giš</sup>ig é-gal</b> ]	18 <b>gín</b> de terrain bâti (avec) la porta pièce principale,
4	[ <b>da é sà-</b> ]sí-ia	à côté du terrain appartenant à Sâsiya;
5	[ <b>mu-l-e u<sub>4</sub>-3</b> ] <sup>1</sup> / <sub>2</sub> kam é- <sup>d</sup> gu-la	(les prébendes) de 3 <sup>1</sup> / <sub>2</sub> jours par an dans le temple de Gula,
6	[ <b>mu-l-e</b> ] u <sub>4</sub> -6* <sup>1</sup> / <sub>2</sub> *-kam é- <sup>d</sup> nin-líl	de 6 <sup>1</sup> / <sub>2</sub> jours par an dans le temple de Ninlil;
7	[1 sag-]gemé wa-qar-tum mu-ní-im	une escalve nommée Waqartum;
8	[1 <sup>giš</sup> ]ka-kara <sub>4</sub> *	une table de luxe:
9	[ <b>ha-l</b> ]a a-ba-a šeš bàn-da	(telle est) la part d'Abaya, le cadet.
10	<b>é kiri<sub>6</sub><sup>giš</sup>šu-kár a-na gál-la</b>	Ils ont partagé maison, verger, biens meubles et mobilier autant qu'il y en avait,
11	<b>ì-ba-e-ne<sup>giš</sup>šub-ba ì-su[b*-b]u*-ne</b>	et ont tire les lots au sort.
12	<sup>1</sup> / <sub>32</sub> <b>gán 20 sar kiri<sub>6</sub><sup>giš</sup>-gub-ba</b>	<sup>1</sup> / <sub>2</sub> <b>iku 20 sar</b> de verger planté d'arbres;
13	<sup>1</sup> / <sub>3</sub> sar 2 <b>gín é-dù-a 1*<sup>giš</sup>ig é-bar-ra</b>	<sup>1</sup> / <sub>3</sub> <b>sar 2 gín</b> de terrain bâti (avec) la porte du couloir,
14	<b>da é kù-<sup>d</sup>nin-šubur</b>	à côté du terrain de Ku-Ninšubur;
15	<b>mu-l-e u<sub>4</sub>-8<sup>2</sup>/<sub>3</sub>-kam mar-za é-<sup>d</sup>gu-la</b>	la prébende de 8 <sup>2</sup> / <sub>3</sub> jours par an dans le temple de Gula,
16	<b>mu-l-e u<sub>4</sub>-13-kam é-<sup>d</sup>nin-líl</b>	(celle) de 13 jours par an dans le temple de Ninlil,

17	<b>mu-l-e u<sub>4</sub>-4-kam é-<sup>d</sup>nanna</b>	(et celle) de 4 jours par an dans le temple de Nanna;
18	<b>1 sag-ìr pa-ni-ia mu-ni-im</b>	un esclave nommé Pâniya;
19	<b>1 sag-gemé [a-]ma-at-eš<sub>4</sub>-tár mu-ni-im</b>	une esclave nommée Amat-Ištar ;
20	<b>1 <sup>giš</sup>banšur zà-gu-la 1 <sup>giš</sup>banšur tur (20 R.)</b>	une table <b>zaggula</b> ; une petite table:
21	<b>ḥa-la <sup>l</sup>dingir-šu-ellat-sú šeš-gal</b>	(telle est) la part d'Ilšu-ellassu,
22	<b>ù da-diri-ni<sub>5</sub>-šè</b>	le frère aîné, ainsi que son préciput.
23	<b>é kiri<sub>6</sub> nì-ga ù <sup>giš</sup>šu-kár a-na gál-la</b>	Ils ont partagé maison, verger, biens
24	<b>ì-ba-e-ne <sup>giš</sup>šub-ba ì-šub-bu-ne</b>	meubles et mobilier autant qu'il y en
25	<b>u<sub>4</sub>-kúr-šè <sup>l</sup>dingir-šu-ellat-sú-k[e<sub>4</sub>]</b>	avait, et ils ont tire au sort.
26	<b><sup>l</sup>a-ba-a-a-ra šeš-a-ni</b>	A l'avenir, Ilšu-ellassu ne déposera pas
27	<b>inim nu-um-gá-gá</b>	de reclamation contre son frère Abaya.
28	<b>mu lugal-bi in-pà-dè-eš</b>	Serment, témoins et date.
29	<b>[igi d]a*-da dumu <sup>d</sup>nanna-ma-an-sì</b>	
30	<b>[<sup>l</sup>...]-<sup>d</sup>EN-ZU šeš-a-ni</b>	
32	<b>[<sup>l</sup>...]-ì*-lí-šu dumu <sup>d</sup>nanna-a-x</b>	
33	<b>[<sup>l</sup>sà-sí-ia] dumu] šu*-<sup>d</sup>nin-šubur</b>	
34	<b>[<sup>l</sup>...]-x-wa-qar</b>	
35	<b>[<sup>l</sup>...]-dumu <sup>d</sup>nanna-ma-an-sì</b>	
36	<b>[<sup>l</sup>...]-<sup>d</sup>nin-šubur</b>	
	<b>[<sup>l</sup>...]-dub-sar</b>	
	(36 à 38: entièrement cassé)	
	36 to 38: entirely broken	

TS 5 (BM 33180): transcription by Charpin (1980:37) and the researcher's translation.

1	[ <sup>1</sup> / <sub>32</sub> gán kiri <sub>6</sub> <sup>giš</sup> -gub-ba]	<sup>1</sup> / <sub>2</sub> <b>iku</b> of planted orchard of trees,
2	[da kiri <sub>6</sub> u-bar]-ru*-um*	(located) next to the orchard of Ubarrum,
3	[18 gín é-dù]-a 1 <sup>giš</sup> ig é-gal	18 <b>gín</b> of developed site (with) carried it principal part,
4	[da é sà-]sí-ia	(located) next to the ground pertaining to
5	[mu-l-e u <sub>4</sub> -3] <sup>1</sup> / <sub>2</sub> . kam é- <sup>d</sup> gu-la	Sâsiya; (emoluments) of 3 <sup>1</sup> / <sub>2</sub> days per annum in the temple of Gula,
6	[mu-l-e] u <sub>4</sub> -6* <sup>1</sup> / <sub>2</sub> *-kam é- <sup>d</sup> nin-líl	from 6 <sup>1</sup> / <sub>2</sub> days per annum in the temple of Ninlil;
7	[1 sag-]gemé wa-qar-tum mu-ní-im	a slave-woman Waqartum by name;
8	[1 <sup>giš</sup> ]ka-kara <sub>4</sub> *	a table of luxury:
9	[ḥa-l]a a-ba-a šeš bàn-da	(such is) the inheritance share of Abaya,
10	é kiri <sub>6</sub> <sup>giš</sup> šū-kár a-na gál-la	the younger brother.
11	ì-ba-e-ne <sup>giš</sup> šub-ba ì-su[b*-b]u*-ne	They divided the house, orchard, goods and furniture as much as there were, by casting of lots.
12	<sup>1</sup> / <sub>32</sub> gán 20 sar kiri <sub>6</sub> <sup>giš</sup> -gub-ba	<sup>1</sup> / <sub>2</sub> <b>iku</b> 20 <b>sar</b> of planted orchard of trees;
13	<sup>1</sup> / <sub>3</sub> sar 2 gín é-dù-a 1* <sup>giš</sup> ig é-bar-ra	<sup>1</sup> / <sub>3</sub> <b>sar</b> 2 <b>gín</b> of developed site (with) the door of the corridor,
14	da é kù- <sup>d</sup> nin-šubur	beside the terrain of Ku-Ninšubur;
15	mu-l-e u <sub>4</sub> -8 <sup>2</sup> / <sub>3</sub> -kam mar-za é- <sup>d</sup> gu-la	the 8 <sup>2</sup> / <sub>3</sub> days emolument per annum in the temple of Gula,
16	mu-l-e u <sub>4</sub> -13-kam é- <sup>d</sup> nin-líl	(that) 13 days per annum in the temple of Ninlil,
17	mu-l-e u <sub>4</sub> -4-kam é- <sup>d</sup> nanna	(and that) 4 days per annum in the temple of Nanna;
18	1 sag-ìr pa-ni-ia mu-ni-im	a slave named Pâniya;
19	1 sag-gemé [a-]ma-at-eš <sub>4</sub> -tár mu-ni-im	a slave named Amat-Ištar ;
20	1 <sup>giš</sup> banšur zà-gu-la 1 <sup>giš</sup> banšur tur	a table zaggula (first born share); a small table:
21	ḥa-la <sup>l</sup> dingir-šū-ellat-sú šeš-gal	(such is) the share of Ilšū-ellassu, the
22	ù da-diri-ni <sub>5</sub> -šè	older brother, like his brother.



23	<b>é kiri<sub>6</sub> nì-ga ù<sup>giš</sup> šu-kár a-na gál-la</b>	They divided house, orchard, movable
24	<b>ì-ba-e-ne<sup>giš</sup> šub-ba ì-šub-bu-ne</b>	property and furniture as much as there
25	<b>u<sub>4</sub>-kúr-šè<sup>l</sup> dingir-šu-ellat-sú-k[e<sub>4</sub>]</b>	were, and by casting of lots.
26	<b><sup>l</sup>a-ba-a-a-ra šeš-a-ni</b>	In the future, Ilšu-ellassu will not make a
27	<b>inim nu-um-gá-gá</b>	complaint against his brother Abaya.
28	<b>mu lugal-bi in-pà-dè-eš</b>	They have sworn by the king
29	<b>[igi d]a*-da dumu<sup>d</sup> nanna-ma-an-sì</b>	(following witnesses' clause)
30	<b>[<sup>l</sup>...]-<sup>d</sup>EN-ZU šeš-a-ni</b>	[before D]ada son of <sup>d</sup> Nanna-mansì
32	<b>[<sup>l</sup>...]-ì*-lí-šu<sup>d</sup> dumu<sup>d</sup> nanna-a-x</b>	[ <sup>l</sup> ...]- <sup>d</sup> Sîn his brother
33	<b>[<sup>l</sup>sà-sí-ia] dumu] šu*-<sup>d</sup>nin-šubur</b>	[ <sup>l</sup> ...]-ì*-lí-šu son of <sup>d</sup> Nanna-a-x
34	<b>[<sup>l</sup>...]x-wa-qar</b>	[ <sup>l</sup> Sà-sía] son of] Šu- <sup>d</sup> Nin-šubur
35	<b>[<sup>l</sup>...dumu<sup>d</sup>n]anna-ma-an-sì</b>	[ <sup>l</sup> ...]x-wa-qar
36	<b>[<sup>l</sup>...]-<sup>d</sup>nin-šubur</b>	[ <sup>l</sup> ...son of <sup>d</sup> N]anna-mansì
	<b>[<sup>l</sup>...] dub-sar</b>	[ <sup>l</sup> ...]- <sup>d</sup> Nin-šubur
		[ <sup>l</sup> ...] scribe

## 10.5 Outline of division of property

**Table 8 Division of assets between contractual parties: Ilšū-ellassu and Abaya**

<b>Ilšū-ellassu (older brother)</b>	<b>Abaya (younger brother)</b>
<p>TS 5a (BM 33180a)</p> <p><math>\frac{1}{2}</math> <b>iku</b> 20 <b>sar</b> of planted orchard of trees</p> <p><math>\frac{1}{3}</math> <b>sar</b> 2 <b>gín</b> of developed site</p> <p>the 8 <math>\frac{2}{3}</math> days emolument per annum in the temple of Gula</p> <p>(that) 13 days per annum in the temple of Ninlil</p> <p>(and that) 4 days per annum in the temple of Nanna</p> <p>a slave named Pâniya</p> <p>a slave named ....</p> <p>a table zagula (first born preferential share)</p>	<p>TS 5a (BM 33180a)</p> <p><math>\frac{1}{2}</math> <b>iku</b> of planted orchard of trees</p> <p>18 <b>gín</b> of developed</p> <p>(emoluments) of 3 <math>\frac{1}{2}</math> days per annum in the temple of Gula</p> <p>from 6 <math>\frac{1}{2}</math> days per annum in the temple of Ninlil</p> <p>a slave-woman Waqartum by name</p> <p>a table of luxury</p>
<p>TS 5 (BM 33180):</p> <p><math>\frac{1}{2}</math> <b>iku</b> 20 <b>sar</b> of planted orchard of trees</p> <p><math>\frac{1}{3}</math> <b>sar</b> 2 <b>gín</b> of developed site (with) the door of the corridor, beside the terrain of Ku-Ninšubur</p> <p>the 8 <math>\frac{2}{3}</math> days emolument per annum in the temple of Gula</p> <p>(that) 13 days per annum in the temple of Ninlil</p> <p>(and that) 4 days per annum in the temple of Nanna</p> <p>a slave named Pâniya</p> <p>a slave named Amat-Ištar</p> <p>a table zagula (first born share)</p> <p>a small table</p>	<p>TS 5 (BM 33180):</p> <p><math>\frac{1}{2}</math> <b>iku</b> of planted orchard of trees, beside the orchard of Ubarrum</p> <p>18 <b>gín</b> of developed site (with) carried it principal part, beside the ground pertaining to Sâsiya</p> <p>(emoluments) of 3 <math>\frac{1}{2}</math> days per annum in the temple of Gula</p> <p>from 6 <math>\frac{1}{2}</math> days per annum in the temple of Ninlil</p> <p>a slave-woman Waqartum by name</p> <p>a table of luxury</p>

## 10.6 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Two brothers with birth order, namely Ilšu-ellassu (older brother) and Abaya, the younger brother.
E 2	Deceased Estate owner:	No estate owner's name is identified.
E 3	Estate assets: fully or partially divided	It seems that the entire estate was divided among the siblings, for there were assets of value, which included a house, garden and furniture, and both brothers' divided portions were reflected in the texts.
E 4	Mutual Consent	TS 5 (BM 33180): lines 23-24 <b>é kiri<sub>6</sub> nì-ga ù<sup>giš</sup> šu-kár a-na gál-la ì-ba-e-ne<sup>giš</sup> šub-ba ì-šub-bu-ne</b> - they divided house, orchard, movable property and furniture as much as there were, and by casting of lots. This is twice mentioned with each brother's awarded divided assets.
E 6	<i>Raison de l'Être</i>	Exchange, no bringing in. First-born share and rest of estate division by lots.

### (b) Natural elements

The natural elements are the choices from law and practice in Old Babylonian Larsa, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will (Larsa	The following clause is present: TS 5 (BM 33180): lines 23-24: <b>é kiri<sub>6</sub> nì-ga ù<sup>giš</sup> šu-kár a-na gál-la ì-ba-e-ne<sup>giš</sup> šub-ba ì-šub-bu-ne</b> - they divided the house, orchard, movable property and furniture as

	( <sup>giš</sup> <b>šub-ba</b> <i>/išqu</i> )	much as there were, and by casting of lots. Twice mentioned with each brother's awarded divided assets. Line 11 - TS 5 (BM 33180): <b>ì-ba-e-ne</b> <sup>giš</sup> <b>šub-ba</b> <b>ì-su[b*-b]u*-ne</b> - by casting of lots (twice).
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is	TS 5 (BM 33180): lines 10-11 - <b>é kiri<sub>6</sub></b> <sup>giš</sup> <b>šu-kár a-na gál-la</b> <b>ì-ba-e-ne</b> <sup>giš</sup> <b>šub-ba</b> <b>ì-su[b*-b]u*-ne</b> - they divided the house, orchard, goods and furniture as much as there were. By casting of lots (twice).
Nat 6	No claim	Lines 25-27: <b>u<sub>4</sub>-kúr-še</b> <b>Idingir-šu-ellat-sú-k[e<sub>4</sub>]</b> <b>la-ba-a-a-ra šeš-a-ni inim nu-um-gá-gá</b> - in the future, Išū-ellassu will not make a complaint against his brother Abaya.
Nat 7	Oath in temple, oath	No oath in temple. Oath: lines TS 5 (BM 33180): line 28: <b>mu lugal-bi in-pà-dè-eš</b> - they have sworn by the king.
Nat 8	Preference portion	TS 5 (BM 33180): line 20 1 <sup>giš</sup> <b>banšur zà-gu-la</b> - a table zaggula (first born share).
Nat 9	Shares: equal	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term <b>igi</b> which translated as “before”.

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties	Two brothers: Ilšu-ellassu (eldest) and younger brother Abaya.
I2	Birth Order of brothers	Reference of birth order in text and refers to <sup>giš</sup> <b>banšur-zag-gu-lá</b> .
I3	Description of assets: thorough description, value	<p>Description of unit, extent, description of the beacons marking the units and position on unit.</p> <p>TS 5a (BM 33180a lines 1-5: <sup>1</sup>/<sub>2</sub> <b>iku</b> of planted orchard of trees, beside the orchard of Ubarrum, 18 gín of developed site (with) carried it principal part, beside the ground pertaining to Sâsiya; (emoluments) of 3 <sup>1</sup>/<sub>2</sub> days per annum in the temple of Gula.</p> <p>Lines 7-8: a slave-woman Waqartum by name; a table of luxury.</p>
I4	Special legal terms/ Symbolism	<p>TS 5 (BM 33180):</p> <p>Line 9: <b>[ḥa-l]a a-ba-a šeš bàn-da</b> - (such is) the inheritance share of Abaya, the younger brother.</p> <p>Line 10: <b>é kiri<sub>6</sub> <sup>giš</sup>šu-kár a-na gál-la</b> - they divided the house, orchard, goods and furniture as much as there were.</p> <p>Line 11 : <b>ì-ba-e-ne <sup>giš</sup>sub-ba ì-su[b*-b]u*-ne</b> - by casting of lots.</p> <p>Lines 21-22: <b>ḥa-la <sup>1</sup>dingir-šu-ellat-sú šeš-gal ù da-diri-ni<sub>5</sub>-šè</b> - (such is) the share of Ilšu-ellassu, the older brother, like his brother.</p> <p>Line 20: <b>1 <sup>giš</sup>banšur zà-gu-la 1 <sup>giš</sup>banšur tur</b> (20 R.).</p> <p>Lines 23-24: <b>é kiri<sub>6</sub> nì-ga ù <sup>giš</sup>šu-kár a-na gál-la ì-ba-e-ne <sup>giš</sup>sub-ba ì-šub-bu-ne</b> - they divided the house, orchard, movable property and furniture as much as there were, and by casting of lots.</p> <p>Lines 25-27: <b>u<sub>4</sub>-kúr-šè <sup>1</sup>dingir-šu-ellat-sú-k[e<sub>4</sub>] <sup>1</sup>a-ba-a-a-ra šeš-a-ni inim nu-um-gá-gá</b> - in the future, Ilšu-ellassu will not make a complaint against his brother Abaya.</p>
I5	Oath: king and/or gods	TS 5 (BM 33180): line 28: <b>mu lugal-bi in-pà-dè-eš</b> - they have sworn by the king.
I6	Witnesses' names, rank	The term <b>igi</b> is used. Witnesses name and status, e.g son ( <b>dumu</b> ) X with a scribe ( <b>dub-sar</b> ) who also acted as a witness.

Qualities of Division Text		
I7	Language	Sumerian and some Akkadian words.
I8	Location	Larsa.
I9	Tablet's condition	Few omitted text, text damaged.
I10	Number of copies	Seems only one copy because both brothers divided portions are reflected in one text.
I11	Date Formula	Text damaged.
I12	Seals Impressions	Unknown.
I13	Rhythm sequence Special Style	<p>Essential elements:</p> <p>Larsa seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B) (Larsa seq E.1: DF:B)</p> <p>Natural elements:</p> <p>Nat 3 division by lots, Nat 5 much as there is, Nat 6 no claim, Nat 7 oath, Nat 8 preference portion, Nat 12 witnesses.</p>



## APPENDIX B: NIPPUR

The Nippur texts are from the Old Babylonian period, and included are ten chosen texts. The texts are from the sources of O'Callaghan (1954) (N1), Chiera (1922) (N2), Hilprecht (1909) (N3-N6) and Stone & Owen (1991) (N7-N10). Stone & Owen (1991) discussed adoption in Old Babylonian Nippur, and also the archive of Mannum-mešulišsur, which consist mostly of adoption agreements. Among these agreements, three division agreements are identified, which dealt only with the division of the paternal estate, and these agreements made no provision of an adoption clause or -agreement.

Hilprecht (1909:20) confirms that his collection of cuneiform texts were excavated at Nippur. The corpus of his collection of cuneiform tablets are from the periods of the Kings Warad-Sîn, Rîm-Sîn, Ḫammu-rāpi, Samsu-iluna, over a time span of about eighty or ninety years.

One text is undated<sup>14</sup>. Another text is from the First Dynasty of Isin under king Damiq-ilīšu's rule.<sup>15</sup> There are three texts from the Larsa Dynasty under the rule of Kings Sîn-iqīšam (Text N7), Rîm-Sîn I (Text N 1) and Rîm-Sîn II (Text N 8). The rest of the five texts were recorded in the First Dynasty of Babylon period under the rule of King Samsu-iluna. Unfortunately no date formula was given in the texts and it cannot be determined when, during the rule of Samsu-iluna, from 1749-1712 BCE, each text was recorded.

Only the outline of the elements, with some commentaries are given, for in the previous Part B, the texts of Nippur is discussed, and compared with other texts from Larsa and Sippar.

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<sup>14</sup> Text N 4 is undated; and from the oath-section and the the remainder of the text it cannot accurately be determined under which king the transaction is recorded.

<sup>15</sup> Text N2.





# 1. (N1) DIVISION AGREEMENT OF THE PATERNAL DECEASED ESTATE OF ŠÎN-ÎRIŠ BETWEEN BROTHERS ŠÎN-IMGURANNI (ELDEST), TARÎBUM, ANU-PÎ-ĪLABRAT

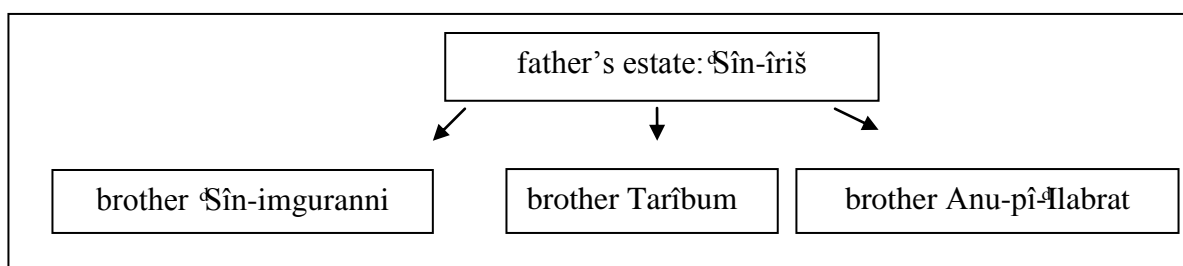
## 1.1 Source

The tablet belongs to the Collection of James B Nies, NBC 8935 and is owned by Yale University. O’Callaghan (1954:137) transcribed and translated the tablet, and called it “a new inheritance contract from Nippur”, with some of his commentaries.

## 1.2 Background information

This is a division agreement between three brothers Šîn-inguranni (eldest), Tarîbum and Anu-pî-Īlabrat, wherein they divided by mutual agreement (line 12), their communal inheritance, inherited from their deceased father’s estate, Šîn-îriš (O’Callaghan 1954:137).

## 1.3 Family members



**Figure 11 Schematic outline of family: father Šîn-îriš and brothers Šîn-inguranni (eldest), Tarîbum and Anu-pî-Īlabrat**

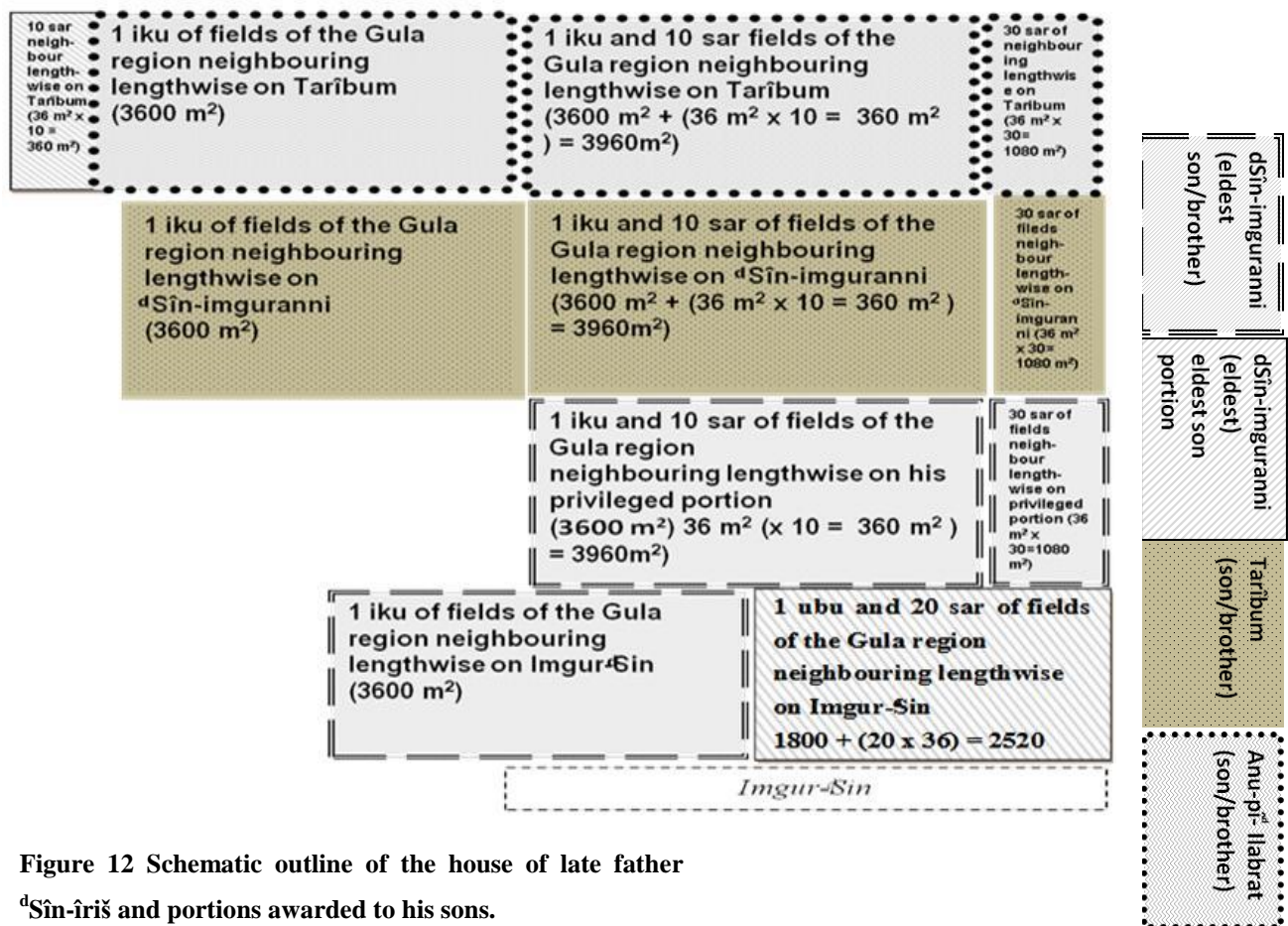


Figure 12 Schematic outline of the house of late father

<sup>d</sup>Sin-îriš and portions awarded to his sons.

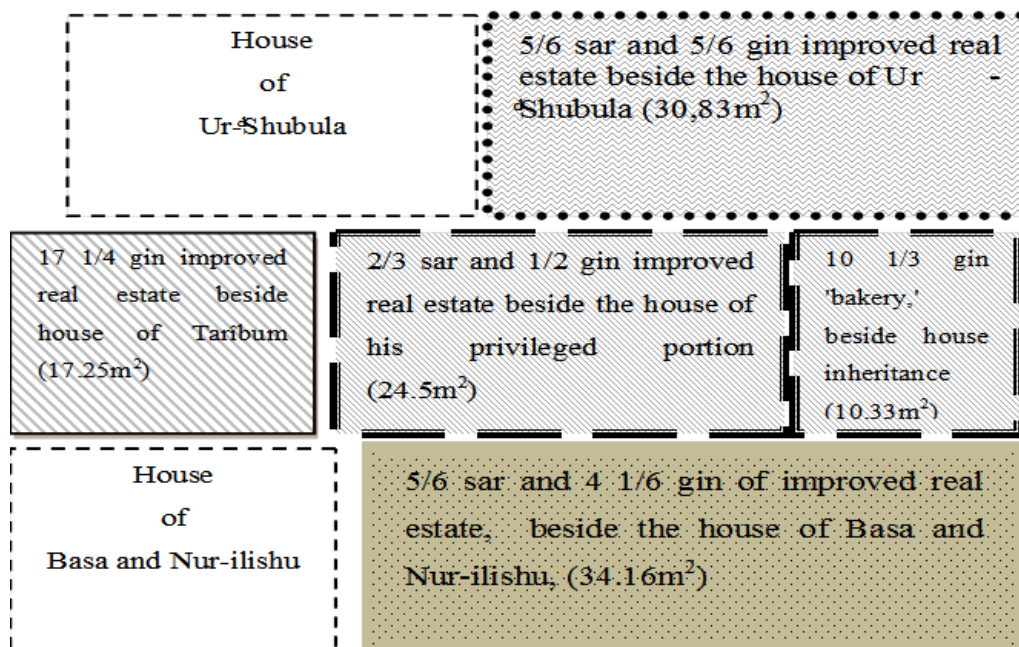


Figure 13 Schematic outline of the fields of late father <sup>d</sup>Sin-îriš and portions awarded to his sons.

## 1.4 Outline of division of property

Table 9 Division of assets between: Sîn-imaguranni, Tarîbum and Anu-pî-ḫlabrat

Sîn-imaguranni (eldest brother)	Tarîbum (brother)	Anu-pî-ḫlabrat (brother)
<p>17 <math>\frac{1}{4}</math> <b>gin</b> of improved real estate</p> <p>1 <b>ubu</b> and 20 <b>sar</b> of fields of the Gula region</p> <p>10 <b>sar</b> of fields of the Gula region</p> <p>1 tray of honour(?) (is the) privileged portion by right of primogeniture</p> <p><math>\frac{2}{3}</math> <b>sar</b> and <math>\frac{1}{2}</math> <b>gin</b> of improved real estate</p> <p>1 <b>iku</b> and 10 <b>sar</b> of fields of the Gula region</p> <p>1 <b>iku</b> of fields of the Gula region</p> <p>10 <math>\frac{1}{3}</math> <b>gin</b> of improved real estate, a 'bakery'</p> <p>30 <b>sar</b> of fields of the Gula region</p> <p>1 door of spruce(?) wood of the entrance of the papahhum</p> <p>1 dibba door,- whose value <math>\frac{5}{6}</math> of a silver shekel, 1 door of spruce(?) wood</p> <p>1 tray he paid in balance to his brothers (<b>šeš-a-ne-ne-ra in-na-an-búr</b>)</p> <p>one third of the household possessions</p>	<p><math>\frac{5}{6}</math> <b>sar</b> and <math>\frac{1}{6}</math> <b>gin</b> of improved real estate,</p> <p>1 <b>iku</b> and 10 <b>sar</b> of fields of the Gula region</p> <p>1 <b>iku</b> of fields of the Gula region neighbouring</p> <p>30 <b>sar</b> of fields of the Gula region</p> <p>1 door of spruce(?) wood of the palace,</p> <p>1 tray</p> <p>one third of the household possessions</p>	<p>6 silver shekels, by reason of the surplus of the house and the work put in on the house, Taribum has paid in balance to Anu-pi-ḫlabrat. By reason of Anu-pi-ḫlabrat's having no wife, the debt of his father's house he does not share</p> <p><math>\frac{5}{6}</math> <b>sar</b> and <math>\frac{5}{6}</math> <b>gin</b> of improved real estate</p> <p>1 <b>iku</b> and 10 <b>sar</b> of fields of the Gula region</p> <p>1 <b>iku</b> of fields of the Gula region</p> <p>30 <b>sar</b> of fields of the Gula region</p> <p>1 door of spruce wood of the entrance of house</p> <p>1 small dibba door</p> <p>1 tray</p> <p>one third of the household goods</p>

## 1.5 Transcription and translation

	Obverse	Translation Obverse
1	17 gín igi-4-gál é-dù-a da é [Tar-ri] –bu-um	17 $\frac{1}{4}$ gin of improved real estate beside the house of Tarîbum
2	1 ubu 20 sar a-ša a-gàr gu-la uš-a-du Im-gur- <sup>d</sup> Sîn	1 ubu and 20 sar of fields of the Gula region neighbouring lengthwise on Imgur- <sup>d</sup> Sîn,
3	10 sar a-ša a-gàr gu-la uš-a-dum Ta-ri-bu-um	10 sar of fields of the Gula region neighbouring lengthwise on Tarîbum
4	1 <sup>giš</sup> banšur zag-gú-lá síb-ta mu-nam-šeš-gal-še	1 tray of honour(?) (is the) privileged portion by right of primogeniture (preference share);
5	5 $\frac{2}{3}$ sar $\frac{1}{2}$ gín é-dù-a da é síb-ta-na	$\frac{2}{3}$ sar and $\frac{1}{2}$ gin of improved real estate beside the house of his privileged portion,
6	10 $\frac{1}{3}$ gín [é]- dù-a é im-šu-rin-na da é ḥa-la-ba-na	10 $\frac{1}{3}$ gin of improved real estate, a 'bakery,' beside the house of this, his inheritance,
7	1 iku 10 sar a-ša a-gàr gu-la uš-a-du síb-ta-na	1 iku and 10 sar of fields of the Gula region neighbouring lengthwise on his privileged portion,
8	1 iku a-ša a-gàr gu-la uš-a-du Im-gur- <sup>d</sup> Sîn	1 iku of fields of the Gula region neighbouring lengthwise on Imgur- <sup>d</sup> Sîn,
9	30 sar a-ša a-gàr gu-la uš-a-du síb-ta-na	30 sar of fields of the Gula region neighbouring lengthwise on his privileged portion,
10	1 <sup>giš</sup> ig mi-rí-za ká-é-pa-paḥ	1 door of spruce(?) wood of the entrance of the papahhum,
11	1 <sup>giš</sup> banšur níg-gú-na é-a igì-gál-bi	1 tray, one third of the household possessions,
12	1 <sup>giš</sup> ig-dib-ba kug-bi $\frac{1}{2}$ gín $\frac{1}{3}$ gín kù-babbar	1 dibba door,- whose value, $\frac{5}{6}$ of a silver shekel,
13	šeš-a-ne-ne-ra in-na-an-búr	he paid in balance to his brothers-

14	<b>ḥa-la-la</b> <sup>d</sup> <i>Sîn-im-gur-ra-an-ni</i> <b>šeš-gal</b>	(is) the inheritance portion of Sîn-imguranni, the oldest brother.
15	<sup>5</sup> / <sub>6</sub> <b>sar</b> 4 <b>gín</b> <b>igi-6-gál</b> <b>é-dù-a</b>	<sup>5</sup> / <sub>6</sub> <b>sar</b> and 4 <sup>1</sup> / <sub>6</sub> <b>gín</b> of improved real estate,
16	<b>da</b> <b>é</b> <i>Ba-ša-a</i> <b>ù</b> <i>Nu-úr-ì-lí-šu</i>	beside the house of Basa and Nur-ilishu,
17	1 <b>iku</b> 10 <b>sar</b> <b>a-ša</b> <b>a-gàr</b> <b>gu-la</b> <b>uš-a-du</b> <sup>d</sup> <i>Sîn-im-gur-ra-an-ni</i>	1 <b>iku</b> and 10 <b>sar</b> of fields of the Gula region neighbouring lengthwise on <sup>d</sup> Sîn-imguranni,
18	1 <b>iku</b> <b>a-ša</b> <b>a-gàr</b> <b>gu-la</b> <b>uš-a-du</b> <sup>d</sup> <i>Sîn-im-gur-ra-an-ni</i>	1 <b>iku</b> of fields of the Gula region neighbouring lengthwise on <sup>d</sup> Sîn-imguranni,
19	30 <b>sar</b> <b>a-ša</b> <b>a-gàr</b> <b>gu-la</b> <b>uš-a-du</b> <sup>d</sup> <i>Sîn-im-gur-ra-an-ni</i>	30 <b>sar</b> of fields of the Gula region neighbouring lengthwise on <sup>d</sup> Sîn-imguranni,
20	1 <sup>gis</sup> <b>ig</b> <b>mi-ré-za</b> <b>é-gal</b>	1 door of spruce(?) wood of the palace,
21	1 <sup>gis</sup> <b>banšur</b> <b>níg-gú-na</b> <b>é-a</b> <b>igì-gál-bi</b>	1 tray, one third of the household possessions
	----- SEAL -----	--- ----- SEAL -----
22	<b>ḥa-la-ba</b> <i>Ta-ri-bu-um</i> <b>šeš-a-ni</b>	(is) the inheritance portion of Tarîbum, his brother;
23	<sup>5</sup> / <sub>6</sub> <b>sar</b> <sup>5</sup> / <sub>6</sub> <b>gín</b> <b>é-dù-a</b> <b>da</b> <b>é</b> <i>Ur-<sup>d</sup>Šu-bu-lá</i>	<sup>5</sup> / <sub>6</sub> <b>sar</b> and <sup>5</sup> / <sub>6</sub> <b>gín</b> of improved real estate beside the house of Ur <sup>d</sup> Shubula,
24	6 <b>gín</b> <b>kù-babbar</b> <b>mu-dirig-</b> <b>é-a</b>	6 silver shekels, by reason of the surplus of the house
	Reverse	Reverse
1	<b>ù á-kúš-Û</b> <b>é-a</b> <i>Ta-ri-bu-um-ke</i> <sub>4</sub>	and the work put in on the house, Tarîbum
2	<sup>l</sup> <i>Anu-pî-<sup>d</sup>Ilabra-ra</i> <b>in-na-an-búr</b>	has paid in balance to Anu-pi <sup>d</sup> Ilabrat.
3	1 <b>iku</b> 10 <b>sar</b> <b>a-ša</b> <b>a-gàr</b> <b>gu-la</b> <b>uš-a-du</b> <i>Ta-ri-bu-um</i>	1 <b>iku</b> and 10 <b>sar</b> of fields of the Gula region neighbouring lengthwise on Tarîbum
4	1 <b>iku</b> <b>sar</b> <b>a-ša</b> <b>a-gàr</b> <b>gu-la</b> <b>uš-a-du</b> <i>Ta-ri-bu-um</i>	1 <b>iku</b> of fields of the Gula region neighbouring lengthwise on Tarîbum
5	30 <b>sar</b> <b>a-ša</b> <b>a-gàr</b> <b>gu-la</b> <b>uš-a-du</b> <i>Ta-ri-bu-</i>	30 <b>sar</b> of fields of the Gula region

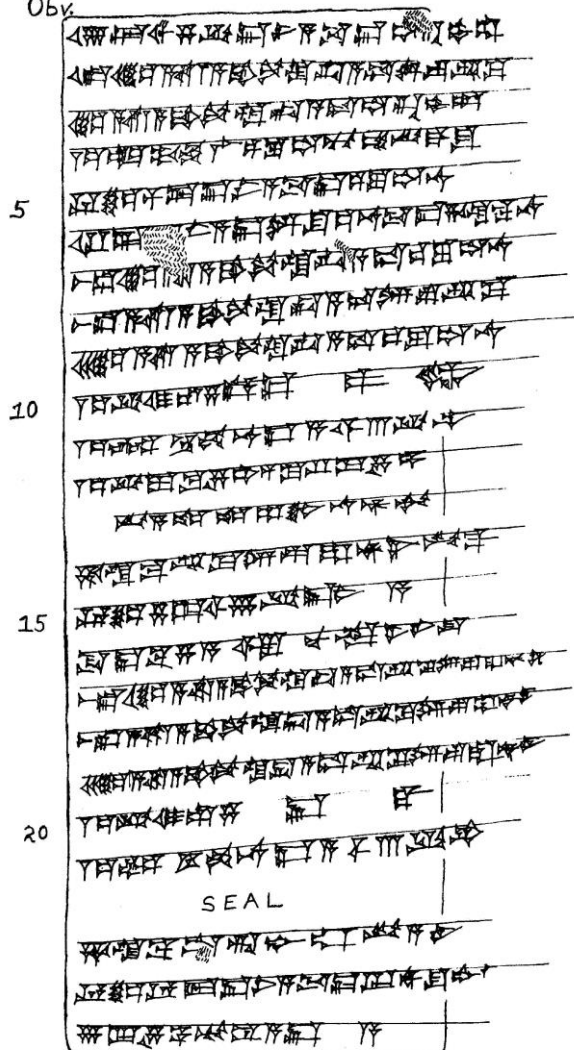
	<i>um</i>	neighbouring lengthwise on Taribum,
6	1 <sup>gis</sup> ig mi-rí-za ká-é 1 <sup>gis</sup> if-dib-ba tur-ra	1 door of spruce(?) wood of the entrance of the house, 1 small dibba door,
7	<sup>gis</sup> banšur níg-gú-na é-a igì-gál-bi ----- SEAL -----	1 tray, one third of the household goods ----- -- SEAL -----
8	ha-la-ba Anu-pî- <sup>d</sup> Ilabrat šeš-a-ni	(is) the inheritance portion of Anu-pî- <sup>d</sup> Ilabrat, his brother;
9	mu Anu-pî- <sup>d</sup> Ilabrat dam nu-un-tug-a	by reason of Anu-pi- <sup>d</sup> Ilabrat's having no wife,
10	ur <sub>5</sub> -ra é ad-da-na-ka nu-ba-e	the debt of his father's house he does not share;
11	šeš-a-ne-ne ba-ani-ib-ge <sub>4</sub> -ge <sub>4</sub> -ne	his brothers shall not raise claims against him.
12	ibila <sup>d</sup> Sîn-îriš-ke <sub>4</sub> -ne še-ga-ne-ne-ta	The heirs of Šîn-îriš in mutual agreement have divided by lot.
13	<sup>gis</sup> sub-ba-ta in-ba-eš u <sub>4</sub> -kúr-šè lú-lú-ra	In the future one man against the other shall not raise any claim;
14	inim nu-um-gá-gá-a mu-lugal-bi in-pà	by the then king he has sworn it.
15	igi <sup>d</sup> Sîn-e-ri-ba-am dumu Ši-lí- <sup>d</sup> Nin-urta	before <sup>d</sup> Sîn-eribam, the son of Silli- Ninurta;
16	igi Ì-lí-i-din-nam šeš-a-ni	before Ili-idinnam, his brother;
17	igi Ìb-qá-tum dumu A-ba-En-líl-gim	before Ibqatum, the son of Aba-Enlil-gim;
18	igi <sup>d</sup> Nanna-tum dumu Gîr-ni-ì-sig <sub>6</sub>	before <sup>d</sup> Nannatum, the son of Girni-isig;
19	igi Ša-gi-iš-ki-nu-um dumu E-tè-ia-tum	before Šagiš-kinum, the son of Eteiatum;
20	igi A-pil- <sup>d</sup> Sîn dumu Migir- <sup>d</sup> Nin-urta	before Apîl-Sîn, the son of Migir-Ninurta;
21	igi Na-bi- <sup>d</sup> Šamaš bur-gul	before Nabi- <sup>d</sup> Šamaš, the seal engraver;
22	igi En-líl-mas-su dub-sar	before Enlil-massu, the scribe.
23	itu ab-è mu ki-26-ús-sa	In the month of Tebetum, the 26th year since
24	<sup>d</sup> Ri-im- <sup>d</sup> Sîn lugal-e	<sup>d</sup> Rîm- <sup>d</sup> Sîn, the king
25	[Í]-si-in <sup>ki</sup> ba-dib-ba	captured Isin.

<p>----- SEAL -----</p> <p>1 <sup>d</sup>Sîn-im-gur-ra-ni</p> <p>2 Ta-ri-bu-um</p> <p>3 Anu-pî-<sup>d</sup>Ilabrat</p> <p>4 <b>đumu</b><sup>me</sup> <sup>d</sup>Sîn-îriš</p>	<p>----- SEAL -----</p> <p>Šîn-imguranni</p> <p>Tarîbum</p> <p>Anu-pî-<sup>d</sup>Ilabrat</p> <p>the sons of <sup>d</sup>Sîn-îriš</p>
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## 1.6 Plates

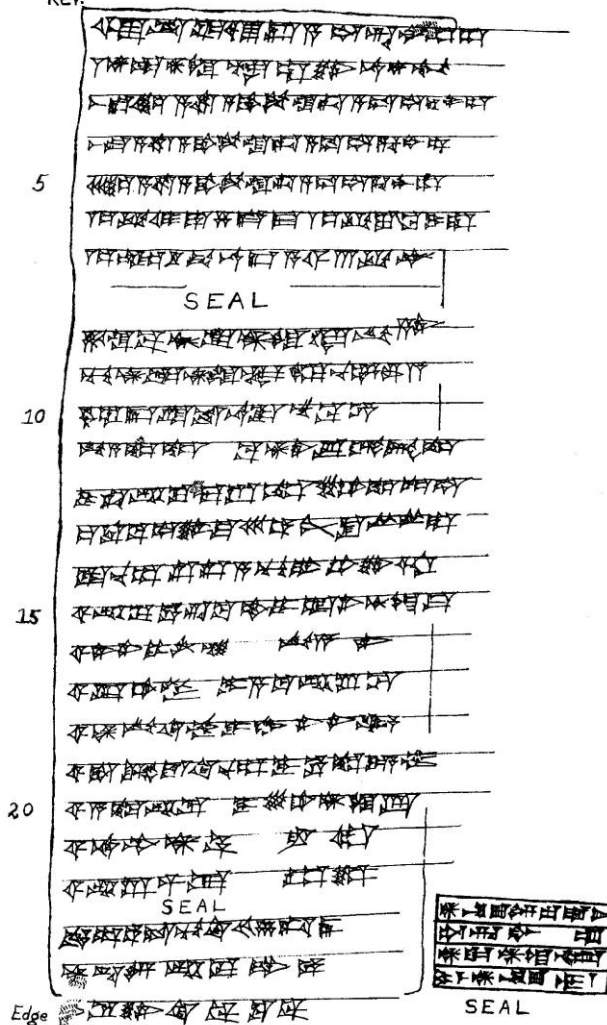
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## 1.7 Elements of a division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Three brothers: Šîn-imguranni (eldest), Tarîbum and Anu-pî <sup>d</sup> Ilabrat and deceased father's estate, Šîn-îriš.
E 2	Estate owner	Deceased father's estate, Šîn-îriš.
E 3	Estate assets: fully or partially divided	All of the estate assets including movable and immovable property.
E 4	Mutual Consent	The contractual parties agree, that they will not in the future, lay any claim on one another. No penalty is given. However, if there is a claim, the claimant must sworn by the king. The special term in mutual agreement is reflected in the text. Reverse 12: <b>še-ga-ne-ne-ta</b> - in mutual agreement.
E 5	<i>Raison de l'Être</i>	Exchange, donation and sale (bringing-in).

### (b) Natural elements

The natural elements are the choices from law and practice in Old Babylonian Nippur, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	1 tray he paid in balance to his brothers ( <b>šeš-a-ne-ne-ra in-na-an-búr</b> ) (line 13). The third brother, Anu-pî <sup>d</sup> Ilabrat, is remunerated for his <i>terhatum</i> , not received in paternal estate. The brothers agree that this youngest brother will not share in the responsibilities of the debt of the paternal estate.

		<p>Reverse line 24: 6 <b>gín kù-babbar mu-dirig- é-a</b> - 6 silver shekels, by reason of the surplus of the house.</p> <p>Reverse lines 1 -2 : <b>ù á-kúš-Ù é-a</b> <i>Ta-ri-bu-um-ke</i><sub>4</sub> <sup>1</sup>Anu-pî-<sup>d</sup>Ilabra-ra <b>in-na-an-búr</b> – and the work put in on the house, Tarîbum has paid in balance to Anu-pî-<sup>d</sup>Ilabrat.</p> <p>Reverse line 13: <b>šeš-a-ne-ne-ra in-na-an-búr</b> - he paid in balance to his brothers.</p>
Nat 3	Division by lots/in good will ( <sup>giš</sup> <b>sub-ba</b> / <i>išqu</i> )	Reverse line 13: <sup>giš</sup> <b>sub-ba-ta in-ba-eš u<sub>4</sub>-kúr-šè lú-lú-ra</b> - have divided by lot.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is/ straw to gold	None.
Nat 6	No claim	Observe lines 13-14: <b>u<sub>4</sub>-kúr-šè lú-lú-ra inim nu-um-gá-gá-a</b> - in the future one man against the other shall not raise any claim.
Nat 7	oath in temple	<p>No oath in temple.</p> <p>Oath: oath by king, no name mentioned.</p>
Nat 8	Preference portion	<p>Observe 4: <b>mu-nam-šeš-gal-šè</b> - right of primogeniture (<b>zag-gú-lá sīb-ta mu-nam-šeš-gal-šè</b>) privileged portion by right of primogeniture and (<sup>d</sup><i>Sîn-im-gur-ra-an-ni</i> <b>šeš-gal</b>) of <sup>d</sup>Sîn-imguranni, the oldest brother.</p> <p>Observe lines 5, 8 and 9– privilege portion (<b>sīb-ta-na</b>)</p>
Nat 9	Equal shares	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.

Nat 12	Witnesses	The term <b>igi</b> – translates as “before”.
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(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Three brothers: <sup>d</sup> Sîn-imguranni (eldest), Tarîbum and Anu-pî <sup>d</sup> Ilabrat, regarding the division of the estate assets of the deceased father <sup>d</sup> Sîn-îriš. Only in reverse line 12: <b>ibila</b> <sup>d</sup> <i>Sîn-îriš-ke<sub>4</sub>-ne še-ga-ne-ne-ta</i> - the heirs (beneficiaries) of <sup>d</sup> Sîn-îriš in mutual agreement .
I2	Birth Order of brothers	<sup>d</sup> Sîn-imguranni is the eldest brother. Lines 4 and 14: <b>zag-gú-lá sîb-ta mu-nam-šeš-gal-šè</b> - (is the) privileged portion by right of primogeniture and ( <sup>d</sup> <i>Sîn-im-gur-ra-an-ni šeš-gal</i> ) of <sup>d</sup> Sîn-imguranni, the oldest brother.
I3	Description of assets: thorough description, value	Detailed description and measurements of assets referring to neighbouring properties and natural boundaries. With exact amounts such as: <b>iku</b> , <b>ubu</b> and <b>sar</b> .
I4	Special legal terms/ Symbolism	Reverse 12: <b>še-ga-ne-ne-ta</b> - in mutual agreement. Observe 14, 22, reverse 8: <b>ha-la-la</b> - the inheritance portion of X. Observe 13, reverse 2: <b>bûr</b> - in balance. Observe 4: <b>mu-nam-šeš-gal-šè</b> - right of primogeniture.
I5	Oath: king and/or gods	Oath by king, no name.
I6	Witnesses' names, rank/family standing	Witnesses present. Scribe ( <b>dub-sar</b> ) and seal engraver ( <b>bur-gul</b> ) are witnesses. Witnesses' name and status (son ( <b>dumu</b> ) of X).
Qualities of Division Text		

I7	Language	Sumerian.
I8	Location	Unnamed on tablet.
I9	Tablet's condition	Tablet in good condition and complete, although slightly damage, the damage part is easily readable. The measurements are 10.7 inches in length and 5.2 inches wide. The signs are neatly incised in the clay.
I10	Number of copies	One copy and thus all contractual parties awarded shares recorded in agreement.
I11	Date Formula	<p>Document dated month and year of the king's reign: 26<sup>th</sup> year of Rîm-Sîn after the capture of Isin. According to O'Callaghan (1954: 139) this adds up to the 56<sup>th</sup> year of Rîm-Sîn.</p> <p>Compare in year 29 the king states he capture Isin.</p> <p>It is translated as: "year in which Rîm-Sîn the righteous shepherd with the help of the mighty strength of An, Enlil, and Enki seized in one day Dunnum the largest city of Isin and submitted to his orders all the drafted soldiers but he did not remove the population from its dwelling place".<sup>16</sup></p> <p>Compare also year 29b. Translated as "year he submitted Isin". In Rîm- Sîn's 56<sup>th</sup> year his date formula is as follows: year 27 he seized Isin.<sup>17</sup></p>
I12	Seals Impressions	<p>Seals made for agreement and seals impression before <b>lala</b> lines.</p> <p>Seal cut specially for this occasion, with names of all three brothers present.</p>
I13	Rhythm sequence Special Style	<p>Essential elements: Nippur seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B).</p> <p>Natural elements: N1 Nat 2,3,6,7,8,12</p> <p>Nat 2 bringing in, Nat 3 division by lots, Nat 6 no claim, Nat 7 oath, Nat 8 preference portion, Nat 12 witnesses.</p>

<sup>16</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yearnames/HTML/T10K10.htm>. Cited 2 February 2012.

<sup>17</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yearnames/HTML/T10K10.htm>. Cited 2 February 2012.

## 2. (N2) DIVISION AGREEMENT OF THE UNNAMED PATERNAL DECEASED ESTATE BETWEEN NEPHEW UDUDU AND HIS UNCLE 𒀭NINIB-RIM-ILI

### 2.1 Source

The division agreement is part of the legal administrative documents from Nippur, mainly from the Isin and Larsa Dynasties, during the 9<sup>th</sup> reign of Damiq-ilišu. The text is transcribed and translated by Edward Chiera (1922) and excavated at Nippur (Chiera 1922:15-16). It is text number 12 from Chiera's collection, in the year C Catalogue of the Babylonian Section, Museum number CBS 11662 (Chiera 1922:51-54).

### 2.2 Background information

The text is a division agreement between Ududu, the son of an elder brother (line 6) and Ninib-rim-ili. No implicit reference in the text is made to Ninib-rim-ili as a brother or uncle; however, in context of the text, there seems to be a family linkage. It could be an agreement between brothers, cousins or an agreement between a nephew and an uncle. It seems more likely from the context of the text, that it is a division agreement between a son of the eldest brother and a younger brother, or in other words, an agreement between a nephew and an uncle. In other Nippur texts, the son of the predeceased brother usually concludes a division agreement with his uncle, the brother of his predeceased father. Compare in this regard texts N5 and N9.

### 2.3 Family members

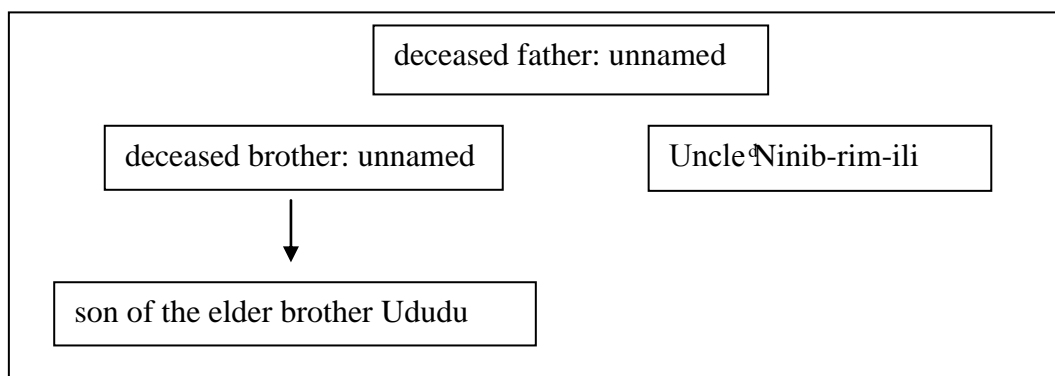


Figure 14 Schematic outline of family: unnamed father and his son Ududu and deceased's brother 𒀭Ninib-rim-ili

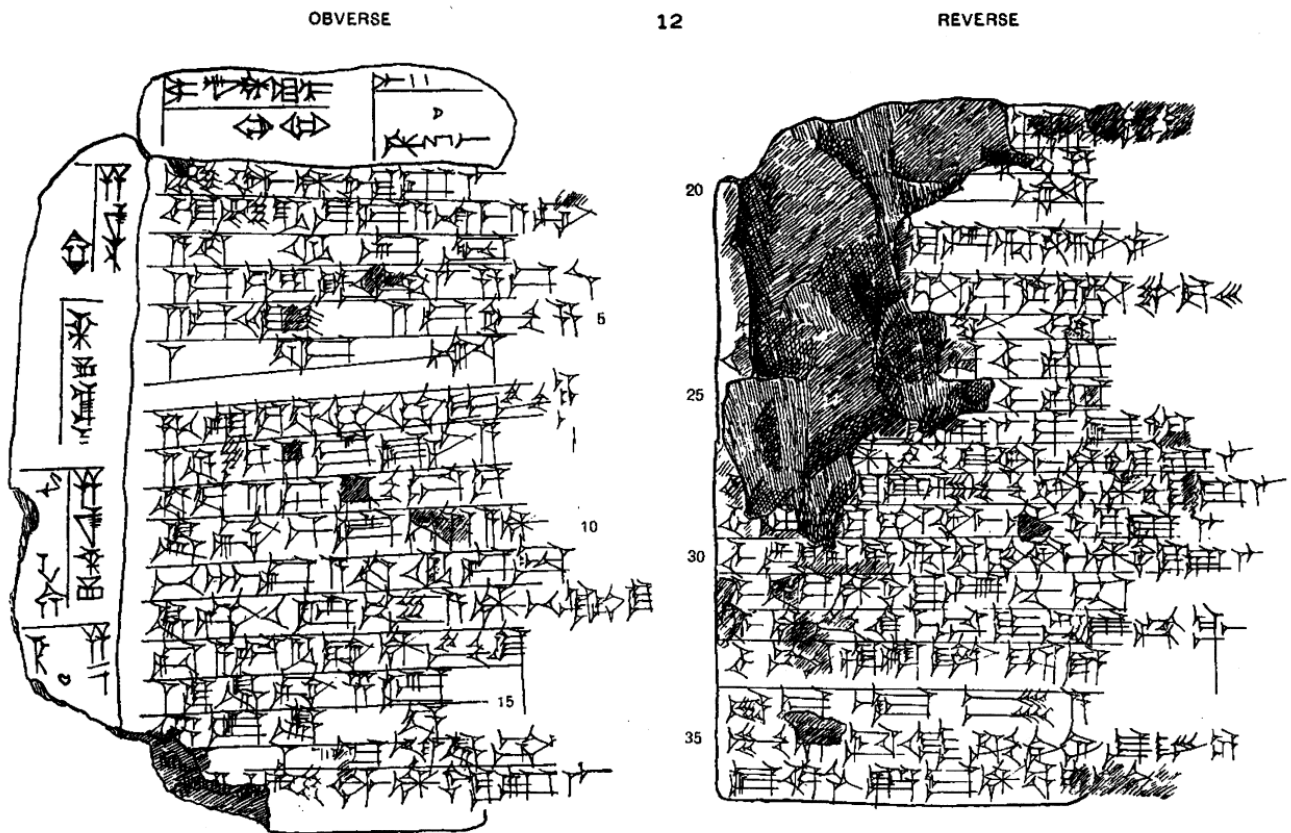
## 2.4 Transcription and translation

1	<p><b>nam-šutug</b> <sup>d</sup><i>nin-lil-lá</i></p> <p><b>ù nam-bur-šu-ma a-na-me-a-bi</b></p> <p><b>a-ša šuku gán-da</b></p> <p><b>I</b> <sup>giš</sup><b>banšur-zag-gu-lá</b> <b>IV</b> <sup>giš</sup><b>liš</b></p>	<p>The office of the anointing-priest of the goddess Ninlil, and the office of the <i>purshumu</i>, all of them - one irrigated field for sustenance; one <b>zaggula</b>-bowl; four <i>itgurtu</i>-instruments;</p>
5	<p><b>II</b> <sup>giš</sup><b>ná(d)</b> <b>II</b> <sup>giš</sup><b>gu-za</b></p> <p><b>I sag nita</b></p> <p><b>ḥa-la-ba</b> <i>û-dú-dú</i> <b>dumu-šeš-gal</b></p>	<p>two beds; two chairs;</p> <p>a male slave;</p> <p>the (inheritance) portion of Ududu, the son of the elder brother.</p>
10	<p><b>II</b> 5/6 <b>sar</b> <b>V</b> <b>gìn é-dū-a</b></p> <p><b>ša-ba III gán bal-gub-ba</b></p> <p><b>kù-bi</b> <sup>1</sup>/<sub>2</sub> <b>gìn</b></p> <p><b>IX gán a-ša šuku gán-da</b></p> <p><b>kù-bi X gìn šam-til-la-bi-šù</b></p> <p><b>uš-a-rá</b> <i>nig-ga</i>-<sup>d</sup><i>nanna</i></p> <p><b>I ku kù-bi V gìn</b></p>	<p>Two and five-sixths <b>sar</b> and one <b>gìn</b> of built-house to which are attached three <b>gán</b> of <i>balgubba</i>, valued at one-half shekel each; nine <b>gán</b> of irrigated field for sustenance, adjoining Nigga-Nanna, their whole price being ten shekels; one garment, valued at five shekels;</p>
15	<p><b>XV gìn kù-babbar</b></p> <p>.... 1 <b>ma-na kù-bí</b></p> <p><b>nam-šutug</b> <sup>d</sup><i>nin-lil-lá</i></p> <p><b>[ù nam-bur-šu]-ma a-na-me-a-bi</b></p> <p>..... <sup>[gi]šgu</sup><b>-za</b></p>	<p>fifteen shekels in money; . . . . ., valued one mana; the office of the anointing priest of the goddess</p> <p>Ninlil (and the offices of the <i>purshumu</i>), all of them . . . . ;</p>
20	<p><b>[I sag] nita</b></p> <p><b>[ḥa-la-ba]</b> <sup>d</sup><i>nin-IB-ri-im-ì-lí</i></p> <p><b>[še-ga-ne-ne]-ta</b> <sup>giš</sup><b>šub-ba-ta in-ba-eš</b><sup>18</sup></p> <p><b>[mu lugal-bi] in-pá</b></p> <p><b>[igi]</b>.....abark</p>	<p>..... chairs;</p> <p>one male slave;</p> <p>(the (inheritance) portion of) <sup>4</sup>Ninib-rim-ili. (By mutual agreement) they have divided from the possession;</p> <p>has sworn (by the king).</p> <p>Witnesses' clause (not translated by Chiera)</p> <p>[before].....</p>

<sup>18</sup> Chiera (1922) omits to translate **giš-šub-ba-ta in-ba-eš**, which is translated as division by lots. An important omission because it reflects the mechanism the contractual parties use to divide the estate.

25	[igi].....abark [igi]....- <sup>d</sup> en-lil-lá PA-é-nin [igi]....- <sup>d</sup> nanna-šutug <sup>d</sup> nin-lil-lá igi[ <sup>d</sup> ] nin-lil-zi-mu šutug <sup>d</sup> nin-lil-lá igi ib-ku-ša šutug <sup>d</sup> nin-lil-lá 30 igi <sup>d</sup> sin-e-ri-ba-am šutug <sup>d</sup> nin-lil-lá igi KA (+ŠU)-ša- <sup>d</sup> nin-IB nu-éš igi <sup>d</sup> nanna-me-DU dumu <sup>d</sup> en-lil-gú-gal igi il-la-la lugal-LAGAR+GUNU-e 35 mu <sup>d</sup> da-mi-iḫ-ì-lí-šu lugal-e é-sá-kud-kalam-ma <sup>d</sup> utu-ra mu-dū	[before]..... [before]....- <sup>d</sup> En-lil-lá PA-é-nin [before]....- <sup>d</sup> Nanna priest of Ninlil before <sup>d</sup> Nin-lil-zi-mu priest of Ninlil before Ib-ku-ša priest of Ninlil before <sup>d</sup> Sin-e-ri-bam priest of Ninlil before KA (+ŠU)-ša- <sup>d</sup> Nin-IB nu-éš before <sup>d</sup> Nanna-me-DU son of <sup>d</sup> En-lil-gú-gal before Il-la-la owner and priest of the house Date clause (not translated by Chiera) In the year after the year in which Damiq- ilīšu built for Utu, his beloved house/temple (named) ‘Judge of Land’.
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## 2.5 Plates



## 2.6 Outline of division of property

**Table 10 Division of assets between contractual parties: Ududu, the son of deceased elder brother and younger brother (uncle) Ninib-rim-ili**

<b>Contractual parties</b>	<b>Ududu</b>	<b>Ninib-rim-ili</b>
<b>Similarities</b>	The office of the anointing-priest of the goddess Ninlil, and the office of the <i>purshumu</i> , all of them.	the office of the anointing priest of the goddess Ninlil (and the offices of the <i>purshumu</i> ), all of them.
<b>Discrepancies</b>	<p>one irrigated field for sustenance</p> <p>one <i>zaggula</i>-bowl</p> <p>four <i>itgurtu</i>-instruments</p> <p>two beds</p> <p>two chairs</p> <p>a male slave</p>	<p>nine <b>gán</b> of irrigated field for sustenance, ... their whole price being ten shekels</p> <p>Two and five-sixths <b>sar</b> and one <b>gìn</b> of built-house to which are attached three <b>gán</b> of <i>balgubba</i>, valued at one-half shekel each</p> <p>one garment, valued at five shekels</p> <p>fifteen shekels in money</p> <p>something valued one mana</p> <p>chairs</p> <p>one male slave</p>

## 2.7 Elements of a division agreement

### (a) *Essential elements*

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.



E1	Family connection	Contractual parties are the nephew Ududu, the son of the elder deceased brother and uncle Ninib-rim-ili.
E2	Estate owner	Estate owner is not named.
E3	Estate assets: fully or partially divided	Different assets, and probably the whole estate was divided. The different estate assets are, namely: office of the anointing-priest of the goddess Ninlil, and the office of the <i>purshumu</i> , with a irrigated field for sustenance, and another irrigated field and built-house to which are attached three <b>gán</b> of <i>balgubba</i> , garment, fifteen shekels in money, <b>zaggula</b> -bowl, <i>itgurtu</i> -instruments, beds, chairs and male slaves. No bringing in of goods or cash is mentioned.
E4	Mutual Consent	Normal terminology is present, reflecting a sworn mutual agreement. Line 22: [ <b>še-ga-ne-ne</b> ]-ta <sup>giš</sup> <b>sub-ba-ta in-ba-eš</b> - (By mutual agreement) they have divided the possession (estate) (and by lots).
E5	<i>Raison de l'Être</i>	Exchange with bringing in-clause to equalise values of awarded assets.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Nippur, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	In context of text, there is a “bringing in of goods” as explained in Part A and B. Assets were valued at a certain amount of shekels. Ududu, the son of an elder brother (line 6), receives a preference share, and Ninib-rim-ili receives more assets as the “outline” shows.
Nat 3	Division by lots/in good will ( <sup>giš</sup> <b>sub-ba</b> / <i>išqu</i> )	Line 22: [ <b>še-ga-ne-ne</b> ]-ta <sup>giš</sup> <b>sub-ba-ta in-ba-eš</b> - they agree to the agreement and divide by lots.
Nat 4	Heart is satisfied	None.

Nat 5	Much as there is / straw to gold	None.
Nat 6	No claim	None.
Nat 7	Oath in temple	No oath in temple. Oath: only oath to the king.
Nat 8	Preference portion	Line 4: <b>I</b> <sup>giš</sup> <b>banšur-zag-gu-lá</b> <b>IV</b> <sup>giš</sup> <b>liš</b> - one <b>zaggula</b> -bowl was given to Ududu, son of elder brother. The text does not implicit mentioned which assets form part of the <sup>giš</sup> <b>banšur-zag-gu-lá</b> 's award.
Nat 9	Equal shares	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present, with term <b>igi</b> which translates as "before".

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Ududu, the son of the elder brother and <sup>d</sup> Ninib-rim-ili who's status was not mentioned.
I2	Birth Order of brothers	Uncertain family relationship, however one party is the eldest son of a brother, and received the <b>zaggula</b> bowl, usually in Nippur awarded to the eldest son, as a preference share.

I3	Description of assets: thorough description, value	The text reflects an elementary description of the assets. With the offices, refer to as the type of office without a time period. The fields are describe with no description <i>in situ</i> and measures, although the text mentions what is the purpose of the fields. Regarding the movable property, only reference is made to the type of movables e.g. a male slave, two beds and two chairs.
I4	Special legal terms/ Symbolism	Line 4: <sup>giš</sup> <b>banšur-zag-gu-lá</b> <sup>giš</sup> <b>liš</b> - one <b>zaggula</b> -bowl. Lines 7 & 21: <b>ḥa-la-ba</b> – portion of X. Line 22: [ <b>še-ga-ne-ne</b> ]- <b>ta</b> (by mutual agreement) they have divided from the possession. Line 22: <sup>giš</sup> <b>sub-ba-ta in-ba-eš</b> – (division by lots) not translated by Chiera (1922). Line 23: [ <b>mu lugal-bi</b> ] <b>in-pá</b> – sworn by the king and <b>igi</b> - (before) witnesses.
I5	Oath: king and/or gods	No oath in temple. Oath: sworn by the king.
I6	Witnesses' names, rank/family standing	Witnesses, with a lists of offices, and status, e.g. son ( <b>dumu</b> ) of X. Priests as professions mentioned.
Qualities of Division Text		
I7	Language	Sumerian.
I8	Location	Nippur.
I9	Tablet's condition	Not in a good condition, slightly damage on observe and damage to several lines on the reverse side of the tablet. The measurements are 12.2 inches in length x 5.8 inches in width x 2.8 inches thickness (Chiera 1922:104) of an unbaked tablet.
I10	Number of copies	One copy reflecting all the awarding assets to all of the contractual parties.
I11	Date Formula	Line 36: translated only as date formula. The researcher's translation is: In the year after the year in which Damiq-ilīšu built for Utu, his beloved house/temple (named) 'Judge of Land'.

		<p>In Damiq-ilīšu's 9<sup>th</sup> regal year.</p> <p><b>mu uš-sa é-di-ku<sub>5</sub>-kalam-ma é ki-ag<sub>2</sub>-ga-ni <sup>d</sup>utu-ra mu-dù-a.</b><sup>19</sup></p> <p>Sigrist (1988:40) translated as “year after the year in which (Damiq-ilīšu) built for Utu, his beloved temple (called) Edikukalamma / House judge of the land”.</p>
I12	Seals Impressions	Present
I13	Rhythm sequence Special Style	<p>Essential elements: Nippur seq E:4 Complex family relationships</p> <p>Natural elements: N2 Nat 2,3,7,8,12</p> <p>Nat 2 bringing in, Nat3 division by lots, Nat7 oath, Nat8 preference portion, Nat12 witnesses.</p>

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<sup>19</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/wiki/doku.php/damiq-ilishu>. Cited 2 February 2012.

### 3. (N3) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE BETWEEN BROTHERS NINIB-NIRGAL & RIM-IŠTAR

#### 3.1 Source

This text is one of the named “partition documents number 44”, and called the “division of house and money among two brothers”, as part of Hilprecht’s (1909) collection of cuneiform texts. It is from the period of king Samsu-iluna, year fourteen in month eleven, and is part of the B.E.F, C.B.M collection number 3430 (Hilprecht 1909:20-21).

#### 3.2 Background information

It is a division agreement of the paternal deceased estate of Lugal-azida between the brothers NinIB-nirgal and Rīm-Ištar.

Poebel translated the text, and made some commentaries. According to Poebel, the division documents’ special feature is, the separate line which differentiate between the portions of the beneficiaries (Hilprecht 1909:25).

#### 3.3 Family members

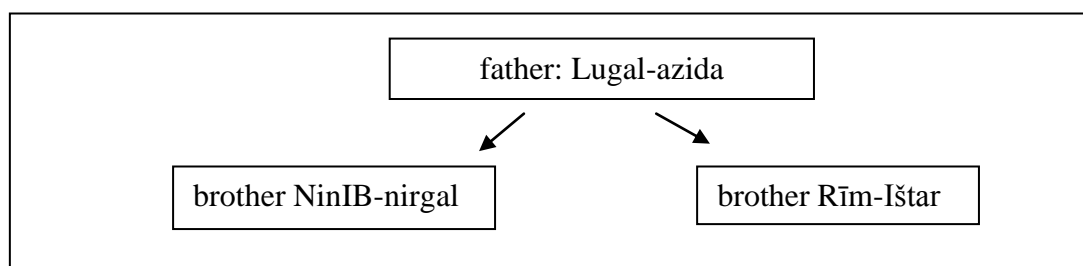


Figure 15 Schematic outline of family: father Lugal-azida and sons NinIB-nirgal and Rim-Ištar

#### 3.4 Transcription and translation

1	1 sar é-dū-a (gi)bil da é dumu É-a-ba-ni pà(g)-DŪ  1 sar é-dū-a ù-ra da-é Igi-šág nu-éš	1 sar of (a) new built house, on one side adjoining the house of the son of Ea-bani the <i>mudû</i> ,  1 sar of (an) old built house, on one side adjoining the house of Igi-shag the priest,
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6	7 gín kú-babbar ḥa-la-ba <sup>d</sup> Nin-IB-nir-gál	(and) 7 shekels of silver, the inheritance portion of NinIB-nirgal,
7	1 sar é-dū-a (gi)bil da é <sup>d</sup> Nin-IB-nir-gál šeš-a-ni 1 sar é-dū-a ú-ra da é <sup>d</sup> Nin-IB-nir-gál šeš-a-ni 7 gín kú-babbar	1 sar of (a) new built house, on one side adjoining the house of NinIB-nirgal his brother, 1 sar of (an) old built house, on one side adjoining the house of NinIB-nirgal his brother, (and) 7 shekels of silver,
12	ḥa-la-ba Ri-im-Ištar šeš-a-ni	the inheritance portion of Rīm-Ištar, his brother,
13	ibila Lugal-á-zi-da-ge-ne še-ga-ne-ne-ta in-ba-eš	the sons of Lugal-azida, by mutual agreement have divided. (in equal parts)
16	mu lugal-bi in-pá(d)-dé-eš	By the name of the king they have sworn.

### 3.5 Plate



### 3.6 Outline of division of property

**Table 11 Division of assets between contractual parties: Lugal-azida between the brothers NinIB-nirgal and Rim-Ištar**

<b>Contractual Parties</b>	<b>NinIB-nirgal</b>	<b>Rīm-Ištar</b>
<b>Similarities</b>	1 <b>sar</b> of (a) new built house 1 <b>sar</b> of (an) old built house (and) 7 shekels of silver	1 <b>sar</b> of (a) new built house 1 <b>sar</b> of (an) old built house (and) 7 shekels of silver

### 3.7 Elements of a division agreement

#### (a) *Essential elements*

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E1	Family connection	This is a division agreement of the estate of the deceased father between his sons as contractual parties.
E2	Estate owner	The deceased father, named Lugal-azida.
E3	Estate assets: fully or partially divided	Only a new house, old build house and some money were divided among the brothers. No mention is made of movable property, such as house goods.
E4	Mutual Consent	The contractual parties mutually agree to the division. Line 15: <b>še-ga-ne-ne-ta in-ba-eš</b> - by mutual agreement have divided.
E5	<i>Raison de l'Être</i>	Exchange.

#### (b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Nippur, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
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Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will ( <sup>giš</sup> <b>sub-ba</b> /išqu)	Line 15: <b>še-ga-ne-ne-ta in-ba-eš</b> - by mutual agreement have divided (in equal parts).
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is/ straw to gold	None.
Nat 6	No claim	None.
Nat 7	Oath in temple/oath	No oath in temple. Oath: only oath to the king: Line 16: <b>mu lugal-bi in-pá(d)-dé-eš</b> - by the name of the king they have sworn.
Nat 8	Preference portion	None.
Nat 9	Equal shares	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Unknown.

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.



Written formalities		
I1	Name of contractual parties, son of x?	Rīm-Ištar & NinIB-nirgal are brothers, and the text mentions their names, although with second brother, in line 12 the text refers to “the inheritance portion of Rim-Ištar, his brother”.
I2	Birth Order of brothers	None mentioned.
I3	Description of assets: thorough description, value	Full description of houses: the description of the house (old/new built), the extent of the unit (1 <b>sar</b> ), and the boundaries of the unit regarding its position (e.g. one side adjoining the house of X). Description of money: 7 shekels.
I4	Special legal terms (Symbolism)	Lines 6 & 12: <b>ḥa-la-ba</b> - inheritance portion of X. Line 13: <b>ibila</b> <i>Lugal-á-zi-da-ge-ne</i> - the sons (heirs/beneficiaries) of Lugal-azida. Line 15: <b>še-ga-ne-ne-ta in-ba-eš</b> - by mutual agreement have divided. Line 16 : <b>mu lugal-bi in-pá(d)-dé-eš</b> - by the name of the king they have sworn.
I5	Oath: king and/or gods	Line 16: <b>mu lugal-bi in-pá(d)-dé-eš</b> - sworn by the king.
I6	Witnesses' names, rank	Unknown, however compare plate. Seems there were witnesses recorded (Compare UE of plate) Not transcribed by Poebel.
Qualities of Division Text		
I7	Language	Sumerian.
I8	Location	Unnamed.
I19	Tablet's condition	It is a well-preserved slightly baked, blackish grey cuneiform tablet. 9.35 inches x 4.8 inches x 3 inches.
I10	Number of copies	One copy, all of the awarded assets of both contractual parties, recorded in one agreement.
I11	Date Formula	Not transcribed.

I12	Seals Impressions	Present on plate.
I13	Rhythm sequence Special Style	Essential elements: Nippur seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B). N3 (Samsu-iluna) Natural elements: N3 Nat 3,7,12 Nat 3 Division by lots, Nat 7 Oath, Nat 12 witnesses.

#### 4. (N4) DIVISION AGREEMENT OF MATERNAL DECEASED ESTATES OF MIGIR-ELLIL (BIOLOGICAL MOTHER) AND NARAMTUM (BIOLOGICAL GRANDMOTHER) BETWEEN NARUBTUM, A DAUGHTER AND ADOPTED DAUGHTER AND UR-PABILSAGGA

##### 4.1 Source

This text is number 23, and part of collection M.I.O, CBM 1917. Poebel transcribed and translated the tablet (Hilprecht 1909:20-21).

##### 4.2 Background information

Migir-Ellil died, and her estate devolves among her beneficiaries. Two contractual parties, Narubtum, and Ur-Pabilsagga, concluded their oral division agreement of the inheritance property, in a recorded agreement. It seems that the one contractual party, Narubtum, was the late Migir-Enlil's biological daughter. The other party, Ur-Pabilsagga's relationship to the deceased Migir-Enlil, is unknown. Ur-Pabilsagga then adopted Narubtum, and both received in equal parts, one-third portion of inheritance deriving from Naramtum's estate, who is the predeceased mother of the late Migir-Enlil.

##### 4.3 Family members

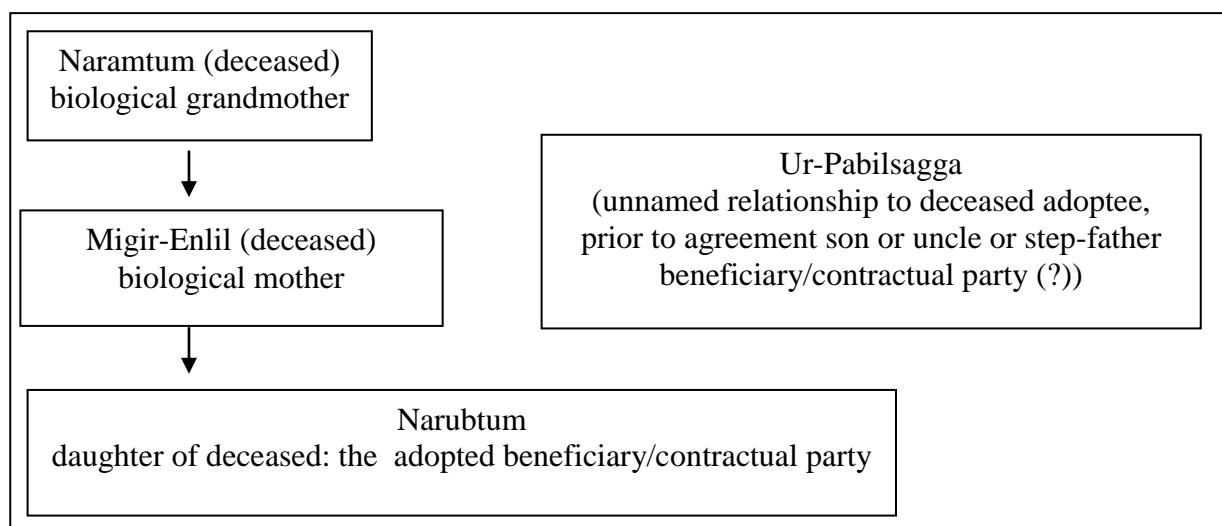


Figure 16 Schematic outline of family: biological mother Migir-Ellil and Naramtum biological grandmother; and daughter Narubtum; and Ur-Pabilsagga (status unknown)

#### 4.4 Transcription & translation

A	<p>1 <math>\frac{1}{3}</math> sar 5 gín é-dū-a  2 da é <sup>d</sup>Babbar <sup>d</sup>En-lil-lá  3 40 sar <sup>giš</sup>-sar a-šag igi-nim-ma  4 u-sal igi-bi-šú nig a a-an-ě-ne-a  5 zag <sup>giš</sup>-sar El-li-tum  6 A-lí-a-ḥu-ša sag-sal  7 <sup>d</sup>Iškur-ri-im-ì-lí sag-nita</p>	<p><math>\frac{1}{3}</math> sar 5 gín of built house,  on one side adjoining the house of Babbar and  Enlil; 40 sar of upland garden, which slopes down  into the marsh before it(?), the side of the garden  adjoining Ellitum;  Ali-aḥuša, the maid-slave;  Iškur-rim-ili, the man-slave;</p>
	<hr/> <p>ḥa-la-ba Na-ru-ub-tum dumu-sal  8 Mi-gir-<sup>d</sup>Enlil</p>	<hr/> <p>inheritance portion of Narubtum, daughter of Migir-  Ellil;</p>
B	<p>1 <math>\frac{1}{3}</math> sar 5 gín é-dū-a  2 da é Ib-ku-<sup>d</sup>Da-mu  3 40 sar <sup>giš</sup>-sar igi-nim-ma  4 u-sal igi-bi-šú nig a-an-ě-ne-a  5 zag <sup>giš</sup>sar Ib-ku-u-a-tum  6 1 <math>\frac{1}{2}</math> gan a a-šag uz-a  7 ki-búr-ru <sup>d</sup>Iškur-ri-im-ì-li sag-nita  8 Dum-ki-Ištar sag-sal  9 Ta-ri-bu-um sag-nita</p>	<p><math>\frac{1}{3}</math> sar 5 gín of built house,  on one side adjoining the house of Ibku-Damu,  40 sar of upland garden, which slopes down into  the marsh before it(?),  the side of the garden adjoining Ibkuatum;  1 <math>\frac{1}{2}</math> acres of usû field,  (additional) payment for Iškur-rim-ili, the man-  slave;  Dumqi-Ištar, the maid-slave;  Taribum, the manslave;</p>
C	<hr/> <p>1 ḥa[-la Ur-<sup>d</sup>Pa-bil-sag-gá  2 <math>\frac{1}{3}</math> nam Na-ra-am-tum ama  Mi-gir-<sup>d</sup>En-lil  3 Nar-ru-ub-tum dumu-sal Mi-gir-  <sup>d</sup>En-lil  4 ú Ur-<sup>d</sup>Pa-bil-sag-gá egir  5 dam-a-na-ka</p>	<p>inheritance portion of Ur-Pabilsagga,  a third of the fortune (or object of exchange) of  Naramtum, mother of Migir-Enlil;  Narubtum, daughter of Migir-Enlil  and Ur-Pabilsagga,  whom he has adopted</p>

6	<b>nam-ibila-ni-šú ba-da-an-ri-a</b> <b>ur-a-sì-ga-bi in-ba-eš</b> <b>ũ-kúr-šú lù-lù-ra nu-gí-gí-dé mu</b> <b>lugal ur-bi in-pá(d)-dé-eš</b>	as heir after the death of his wife, have divided into equal parts. <sup>20</sup> In future neither shall have power to revoke this agreement. By the name of the king they both have sworn.
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#### 4.5 Outline of division of property

Table 12 Division of assets between: daughter Narubtum and Ur-Pabilsagga (status unknown)

Contractual Parties	Narubtum	Ur-Pabilsagga
Similarities	$\frac{1}{3}$ sar 5 gin of built house 40 sar of upland garden, Ali-aḥuša, the maid-slave Iškur-rim-ili, the man-slave	$\frac{1}{3}$ sar 5 gin of built house 40 sar of upland garden Dumqi-Ištar, the maid-slave Taribum, the manslave
Discrepancy: Bringing in, búr-clause		$1\frac{1}{2}$ acres of <i>usû</i> field (additional) payment for Ishkur-rim-ili the man-slave
Previous inheritance now divided in equal parts due to adoption		A third of the fortune (or object of exchange) of Naramtum, mother of Migir-Enlil. Narubtum, daughter of Migir-Enlil, and of Ur-Pabilsagga, whom he has adopted as beneficiary after the death of his wife, have divided the estate into equal parts.

<sup>20</sup> **ur-a-sì-ga-bi in-ba-eš**: translates as division by lots

## 4.6 Plates

23



## 4.7 Elements of a division agreement

### (a) *Essential elements*

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E1	Family connection	The daughter, Narubtum and Ur-Pabilsagga an unknown family member: family connection by adoption.
E2	Estate owner	Two deceased estates of Migir-Ellil and Naramtum are involved. The one deceased estate is the maternal estate: the mother of Narubtum and the other, is the estate of the grandmother of the one beneficiary and contractual party, named Narubtum.

E3	Estate assets: fully or partially divided	Houses, upland gardens, maid-slaves, man-slaves, 1½ acres of <i>usû</i> field for additional payment for Iškur-rim-ili, the man-slave. It seems that the all the deceased's estates were divided.
E4	Mutual Consent	The contractual parties did not implicitly mutually agree to an equal division. The contractual parties only states that they have divided the estate into equal parts, and in the future neither shall have power to revoke this agreement. From the context of the text, it is clear that mutual consent was reached regarding the terms of the agreement.
E5	<i>Raison de l'Être</i>	Ur-Pabilsagga received more immovable property. Although each party was awarded a male and female slave, it seems that the male slave Iškur-rim-ili, whom Narubtum received, was more valuable. In a typical Nippur tradition, the additional field was brought in as a payment for this slave. The words in the text used were: <b>ki-búr-ru</b> . The named <b>búr</b> -clause is also reflected in exchange documents, where the parties' aim is a <i>quid pro quo</i> division of the assets.  Additionally, the parties agreed to the division of the fortune of another person's estate, namely that of Naramtum. It is unknown what this "fortune" consists of.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Nippur, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	Adoption clause: Ur-Pabilsagga adopted Narubtum and both of them received in equal parts, a third portion of inheritance deriving from Narubtum's, grandmother's estate. Could Ur-Pabilsagga be the husband who married Narubtum's mother after she was widowed? Cf. C3-4: <b>ú Ur-dPa-bil-sag-gá egir dam-a-na-ka nam-ibila-ni-šú ba-da-an-ri-a.</b>
Nat 2	Bringing in	Ur-Pabilsagga received with Narubtum in equal parts the divided portions of the deceased's estate, because the <i>búr</i> -clause was applied,

		where a field was brought in to equalise the values of the divided property.
Nat 3	Division by lots/in good will	C4 <b>ur-a-sì-ga-bi in-ba-eš</b> - have divided into equal parts.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is	None.
Nat 6	No claim	No oath in temple. Oath: line C6 <b>ũ-kúr-shú lù-lù-ra nu-gí-gí-dé</b> – in future neither shall have the power to revoke this agreement.
Nat 7	Oath in temple /oath	Oath to king: <b>mu lugal ur-bi in-pá(d)-dé-eš</b> .
Nat 8	Preference portion	None.
Nat 9	Equal shares	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Unknown.

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual	Two estates of Migir-Ellil and Naramtum are involved in the division agreement. The one is the maternal estate, the mother of Narubtum,



	parties, son of x?	and the other is the estate of the grandmother of the one beneficiary and contractual party, Narubtum. The daughter, Narubtum and Ur-Pabilsagga, an unknown party to the deceased, are the contractual parties. Ur-Pabilsagga adopt Narubtum.
I2	Birth Order of brothers (implied/implicit)	None.
I3	Description of assets: thorough description, value	Description of unit, extent of unit and boundaries of the unit is made; e.g. 40 <b>sar</b> of upland garden, which slopes down into the marsh before it(?), the side of the garden adjoining Ellitum; $\frac{1}{3}$ sar 5 <b>gin</b> of built house, on one side adjoining the house of Babbar and Enlil. Description of movables: e.g, the name and type of slave: Ali-aḫusha, the maid-slave.
I4	Special legal terms/ Symbolism	<b>ḫa-la-ba</b> : lines A8 & B9 – inheritance portion (before each a separation line). <b>ki-búr-ru</b> : line B7 - (additional) payment for. <b>ur-a-sì-ga-bi in-ba-eš</b> : line C4 - have divided into equal parts <b>ú Ur-<sup>d</sup>Pa-bil-sag-gá egir dam-a-na-ka nam-ibila-ni-šú ba-da-an-ri-a</b> : lines C3-4 and Ur-Pabilsagga, whom he has adopted as heir after the death of his wife.
I5	Oath: king and/or gods	By king: <b>mu lugal ur-bi in-pá(d)-dé-eš</b> .
I6	Witnesses' names, rank/family standing	Unknown, however note in this regard the plate. From the plate it can be established that witnesses were recorded, although not transcribed.
Qualities of Division Text		
I7	Language	Sumerian.
I8	Location	Nippur.
I19	Tablet's condition	The tablet is baked and reddish brown with darker spots. 10.4 inches x 5.9 inches x 3 inches with seal impressions. Good condition, except for observe at the end of the tablet, where there is some damage (cf.

		Hilprecht's (1909:21) description of plate).
I10	Number of copies	One copy for all the contractual parties awarded shares are recorded in the agreement.
I11	Date Formula	The text is written during the reign of Samsu-iluna, 4 <sup>th</sup> year and 10 months (Hilprecht 1909:20). Date formula was not included in the transcription.
I12	Seals Impressions	Present, see plate.
I13	Rhythm sequence Special Style	Essential elements: Nippur seq E.4 Complex family relationships Natural elements: N4 Nat 1,2,3,6,7,12 Nat 1 adoption/support, Nat 2 bringing in, Nat 3 division by lots, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

## 5. (N5) DIVISION AGREEMENT OF DECEASED ESTATES OF INA-EKUR-RABI AND PARTLY ENLIL-MANSI BETWEEN IGI-ŠAG (NEPHEW) AND HIS UNCLE, ŠÎN-IŠMEANI, THE YOUNGER BROTHER OF THE DECEASED

### 5.1 Source

This is text number 43 (Hilprecht 1909:25-27). It is part of the BEF collection 7016, from Nippur. The text is recorded during the reign of king Samsu-iluna in his 13<sup>th</sup> year and 12<sup>th</sup> month (Hilprecht 1909:150). There are seal impressions present on the clay document.

### 5.2 Background information

The tablet is a division agreement between Igi-šag and his uncle, Šîn-išmeani. Šîn-išmeani is the surviving younger brother of the late Ina-Ekur-rabi. Two deceased estates were divided, namely that of Ina-Ekur-rabi (older brother) and Enlil-mansi (father) who both predeceased the contractual parties, namely Šîn-išmeani, the younger brother and Igi-šag, who is the son of the predeceased older brother, Ina-Ekur-rabi.

### 5.3 Family members

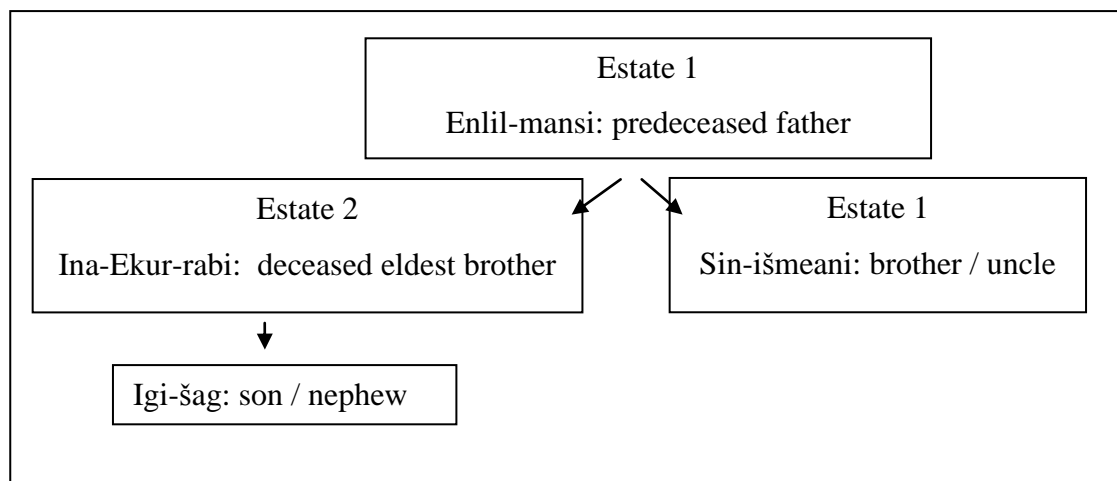


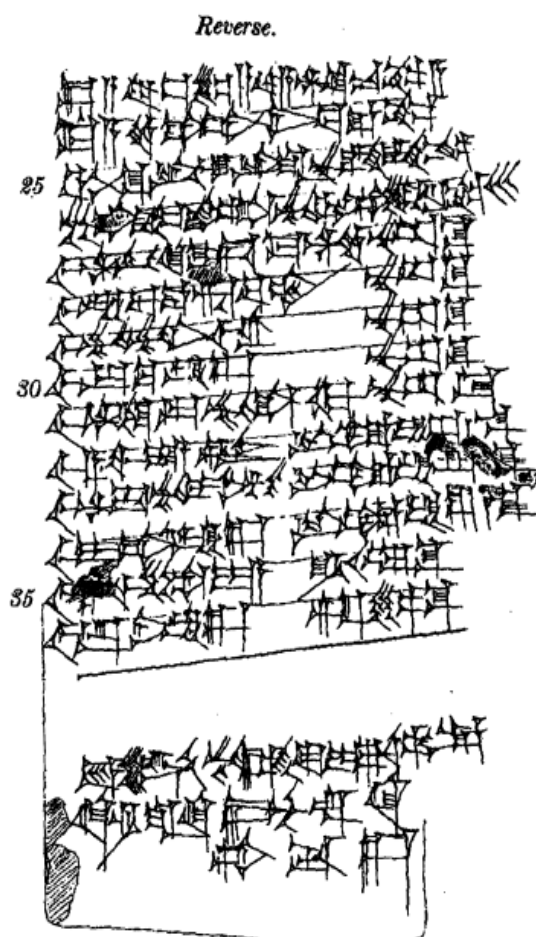
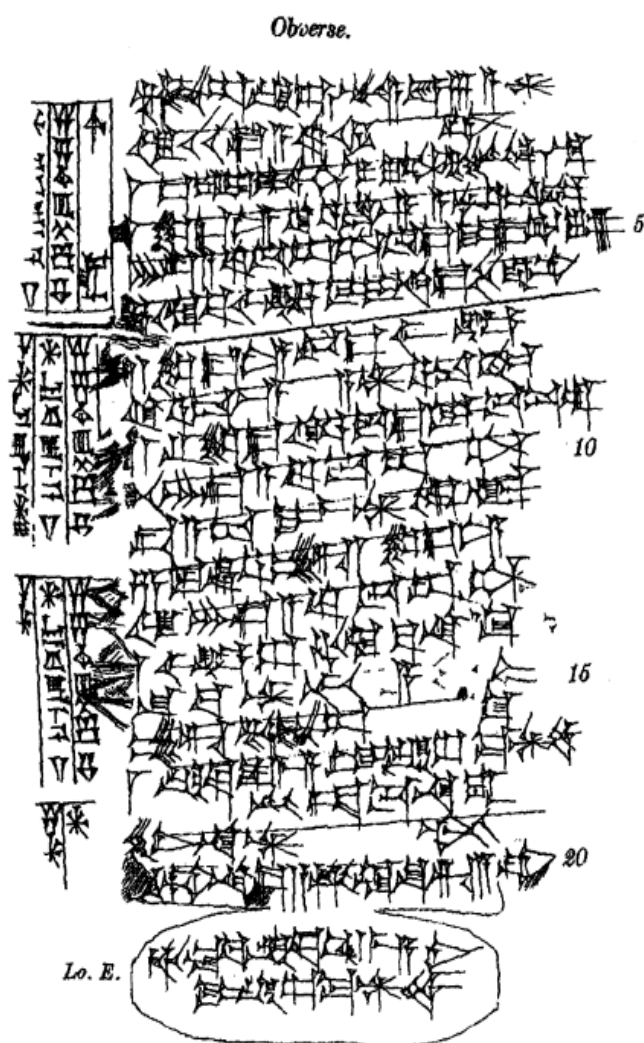
Figure 17 Schematic outline of family: partly Enlil-mansi & Ina-Ekur-rabi: deceased eldest brother and son/nephew Igi-šag and brother/uncle Šîn-išmeani

## 5.4 Transcription & translation

A	<p>1 <b>Nam-nu-éš</b> <sup>d</sup><i>En-lil-lá mu-a itu-6-a-an</i>  <b>ù burmin gan a-šag shuku-bi</b>  <b>1</b> <sup>giš</sup><b>banšur zag-gú-lá sib-ta nam-šeš-gal-lá-šú</b></p> <p><b>1 sar é-dū-a ki-è aš-a a-an-è-ne</b>  <b>3 gan a-šag da-ab-ta da é dumu</b> <i>Sa-al-lu-u</i>  <b>ḥa-la-ba Igi-šág dumu I-na-É-kur-ra-bi</b></p>	<p>The office of a priest of Enlil for six months per year and its 36 acres of field for livelihood, one <b>zaggula</b> bowl: as the privilege of the elder brother;</p> <p>1 <b>sar</b> of built house from which one goes out by one (common) exit. 3 acres of <b>dabta</b> land, on one side adjoining the house of the son of Sallû; the inheritance portion of Igi-šag, son of Ina-Ekur-rabi.</p>
B	<p>1 <b>2 sar é-dū-a da é Igi-šág</b></p> <p>2 <b>ki-è aš-a a-an-è-ne</b></p> <p>3 <b>2 <sup>1</sup>/<sub>3</sub> sar é-ki(z)-lálḫ da é dumu-mésh</b> <i>Da-du-um</i></p> <p>4 <b>9 gan a-šag da-ab-ta</b></p> <p>5 <b>us-a-rá dumu-méš</b> <sup>d</sup>?-urú</p> <p>6 <b>6 gín kú-babbar gab-ri 1 sar é-dū-a</b></p> <p>7 <b>ù 3 gan a-šag da-ab-ta</b></p> <p>8 <b>Igi-šág-ge ḥa-la-ba-na-šú</b></p> <p>9 <b>šu-ba-an-ti-a-aš</b></p> <p>10 <b>gab-ri nam-nu-éš-šú</b></p> <p>11 <sup>d</sup><i>Sîn-iš-me-a-ni</i> <b>dumu</b> <sup>d</sup><b>En-lil-ma-an-sì</b>  <b>šeš ad-da-na-ra</b></p> <p>13 <b>in-na-an-búr</b></p> <p>14 <b>nig-gú-na é-a-gál-la šu-ri-a-bi</b></p> <p>15 <b>ḥa-la-ba</b> <sup>d</sup><i>Sîn-iš-me-a-ni</i>  <b>dumu</b> <sup>d</sup><i>En-lil-ma-an-sì</i></p>	<p>Two <b>sar</b> of built house, on one side adjoining the house of Igi-šag, from which one goes out by one (common) exit. 2 <sup>1</sup>/<sub>3</sub> <b>sar</b> of waste ground, on one side adjoining the house of the sons of Dadum; 9 <b>gan</b> of <b>dabta</b> field, on one long side adjoining the sons of . . . . . ; 6 shekels of silver as equivalent to the one sar of built house and the three acres of <i>dabta</i> field which Igi-šag has taken in addition to his inheritance; (the whole) as equivalent to the priest office he has paid to Sîn-išmeani, son of Enlil-mansi,</p> <p>the brother of his father; the half of the furniture which is in the house:</p> <p>the inheritance of Sîn-išmeani, son of Enlil-mansi.</p>

C		
1	é a-šag <sup>giš</sup> sar a-šag a-an-ě-ne-a	House, field and garden which turns
2	ur-a-sì-ga-bi ni-ba-e-ne	into field they shall divide into equal
		parts.
D		
1	ũ-kúr-šú lù-ù-ra nu-gí-gí-dé	In future neither shall have power to
		revoke the agreement.
2	še-ga-ne-ne-ta mu lugal-bi in-pá(d)-dé-eš	Mutually they have sworn by the name
		of the king.

## 5.5 Plates



## 5.6 Outline of division of property

Table 13 Division of assets between contractual parties: son/nephew Igi-šag and brother/uncle Sîn-išmeani

Contractual Parties	Igi-šag	Sîn-išmeani
Similarities	House, field and garden which turns into field they shall divide into equal parts.	
Similarity, but quantity differs	1 <b>sar</b> of built house 3 acres of <b>dabta</b> land	2 <b>sar</b> of built house, 9 <b>gan</b> of <b>dabta</b> field
Discrepancies	The office of a priest of Enlil for six months per year and its 36 acres of field for livelihood  one <b>zaggula</b> bowl: as the privilege of the elder brother	the half of the furniture which is in the house 2 $\frac{1}{3}$ sar of waste ground, 6 shekels of silver as equivalent to the one sar of built house and the three acres of <b>dabta</b> field which Igi-šag has taken in addition to his inheritance; (the whole) as equivalent to the priest office he has paid to Sîn-išmeani, son of Enlil-mansi

## 5.7 Elements of a division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection of contractual parties/co-owners	In essence, two estates were involved. The first estate was that of Enlil-mansi. The second estate is that of the deceased older brother Ina-Ekur-rabi, who died, presumably after or simultaneously with his father, Enlil-mansi.  Ina-Ekur-rabi's son and Ina-Ekur-rabi's younger brother inherited his estate.
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		For some unknown reason the estate of the first deceased, Enlil-mansi (father/grandfather), was not divided between the brothers, and now with the one brother's death, his property and his inheritance deriving from the deceased's father, form part of this division agreement—of which the contractual parties, are the deceased's son and the deceased's younger brother.
E 2	Estate owner	The first estate is that of Enlil-mansi. The second estate is that of the older brother Ina-Ekur-rabi.
E 3	Estate assets: fully or partially divided	House, field and garden, furniture, bringing in of 6 shekels of silver, and office of a priest of Enlil for six months per year. It seems that the majority of the assets were divided.
E 4	Mutual Consent	The parties mutually agreed to the division. Line D2: <b>še-ga-ne-ne-ta</b> – mutually agree.
E 5	<i>Raison de'Être</i>	Poebel is of the opinion that this text is of “special interest”, for the recording of the division, is a “division already effected where the enumerated heterogeneous portions of the two heirs, nephew and uncle, are to balance each other”, and include a “future division”, regarding the rest of the inheritance where the parties stated with- <b>ni-ba-e-ne</b> “they shall divide” (Hilprecht 1909:25).  Different elements are in place, however it is still a typical Nippur contract, with elements present such as the preference rule of the named <sup>giš</sup> <b>bansur zag-gú-lá</b> clause in section A, and the named <b>in-na-an-búr</b> clause in section B of the text, before the inheritance share-clause; regarding the uncle who must receive money to rectify an uneven division. It seems that in section C, there is a <i>quid pro quo</i> division of the estate assets.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Nippur, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	<b>in-na-an-búr</b> – line B13: taken in addition to his inheritance.
Nat 3	Division by lots/in good will	<b>ni-ba-e-ne</b> – line C2: they shall divide into equal parts.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is/ straw to gold	None.
Nat 6	No claim	<b>ũ-kúr-šú lù-ù-ra nu-gí-gí-dé</b> – line D1: in future neither shall have power to revoke the agreement.
N 7	Oath in temple/oath	No oath in temple. Oath: <b>mu lugal-bi in-pá(d)-dé-eš</b> – line D2: mutually they have sworn by the name of the king.
Nat 8	Preference portion	The following clause is present: reference of <b>zaggula</b> bowl, deriving from the inheritance of the predeceased father/grandfather of contractual parties. Line A3.
Nat 9	Equal shares	None.
Nat 10	Trust	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Unknown, however see in this regard the plate. Witnesses are not transcribed.



(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	The son, Igi-šag of the older deceased brother and his uncle, Sîn-išmeani, the younger brother of the deceased.
I2	Birth Order of brothers (implied/ implicit)	The following clause is present: reference of <b>zaggula</b> bowl, deriving from the inheritance of the predeceased father/grandfather of contractual parties.
I3	Description of assets: thorough description, value	<p>The property is describe by its unit, extent of unit, boundaries of unit, position on, or in relating to the unit, e.g. two <b>sar</b> of built house, on one side adjoining the house of Igi-šag, from which one goes out by one (common) exit; 3 acres of <b>dabta</b> land, on one side adjoining the house of the son of Sallû.</p> <p>Priesthood description: e.g. the office of a priest of Enlil for six months per year and its 36 acres of field for livelihood</p> <p>Money description: e.g. 6 shekels of silver.</p>
I4	Special legal terms/ Symbolism:	<p><sup>gish</sup><b>banšur zag-gú-lá sib-ta nam-šeš-gal-lá-šú</b> – line A3: one <b>zaggula</b> bowl: as the privilege of the elder brother.</p> <p><b>ḥa-la-ba</b> – lines A6, B9, B15.</p> <p><b>in-na-an-búr</b> – line B13: taken in addition to his inheritance.</p> <p><b>ni-ba-e-ne</b> – line C2: they shall divide into equal parts.</p> <p><b>ū-kúr-šú lù-ù-ra nu-gí-gí-dé</b> – line D1 : in future neither shall have power to revoke the agreement.</p> <p><b>še-ga-ne-ne-ta</b> – line D2: they mutually agree.</p> <p><b>mu lugal-bi in-pá(d)-dé-eš</b> – line D2: mutually they have sworn by the name of the king.</p>

I5	Oath: king and/or gods	Oath by king.
I6	Witnesses' names, rank/family standing	Unknown, however compare in this regard the plate. Witnesses are not transcribed.
Qualities of Division Text		
I7	Language	Sumerian.
I8	Location	Nippur.
I19	Tablet's condition	The left edge of the observe side is according to Poebel either "pressed of scratched", while the remainder of the tablet is well preserved. It is lightly baked and blackish brown, 11.5inches x 5inches x 5.9 inches x 3.8 inches.
I10	Number of copies	One copy, because all of the contractual parties' shares are recorded in one agreement.
I11	Date Formula	The text is recorded during the reign of king Samsu-iluna in his 13 <sup>th</sup> year and 12 <sup>th</sup> month (Hilprecht 1909:150). Unfortunately the date formula was not published with the transcription and text translation.
I12	Seals Impressions	Unknown, however note in this regard the plate, which shows that some impressions were not transcribed (Hilprecht 1909:150).
I13	Rhythm sequence Special Style	Essential elements: Nippur seq E.4 Complex family relationships Natural elements: Nat 2,3,6,7,8,12 - Nat 2 bringing in, Nat 3 division by lots, Nat 6 no claim, Nat 7 oath, Nat 8 preference portion, Nat 12 witnesses.

## 6. (N6) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS, ELDER BROTHER UR-DUAZAGGA, OTHERS: ELLIL-UŠAG, UR-DUN-PA-EA, NANNAR-ARA-MUNGIN

### 6.1 Source

The text is part of Hilprecht's (1909:23) collection under number 26. It is from the MIO collection, CBM 45, and copied in the reign of Samsu-iluna in his 6<sup>th</sup> year and 6<sup>th</sup> month. Transcription and translation by Poebel (Hilprecht 1909:23-24).

### 6.2 Background information

This is a division agreement between four brothers, the elder brother Ur-Duazagga, and his other brothers: Ellil-lušag, Ur-DUN-PA-ea and Nannar-ara-mungin. Unlike the other Nippur recorded agreements, this recorded transaction reflects only the one brother's share, although Poebel refers to the text as, a "division of an inheritance among four brothers" (Hilprecht 1909:23).

### 6.3 Family members

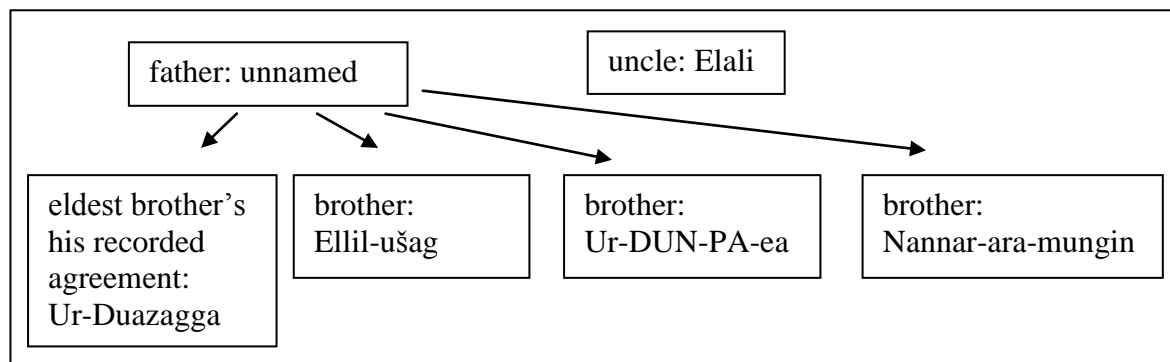


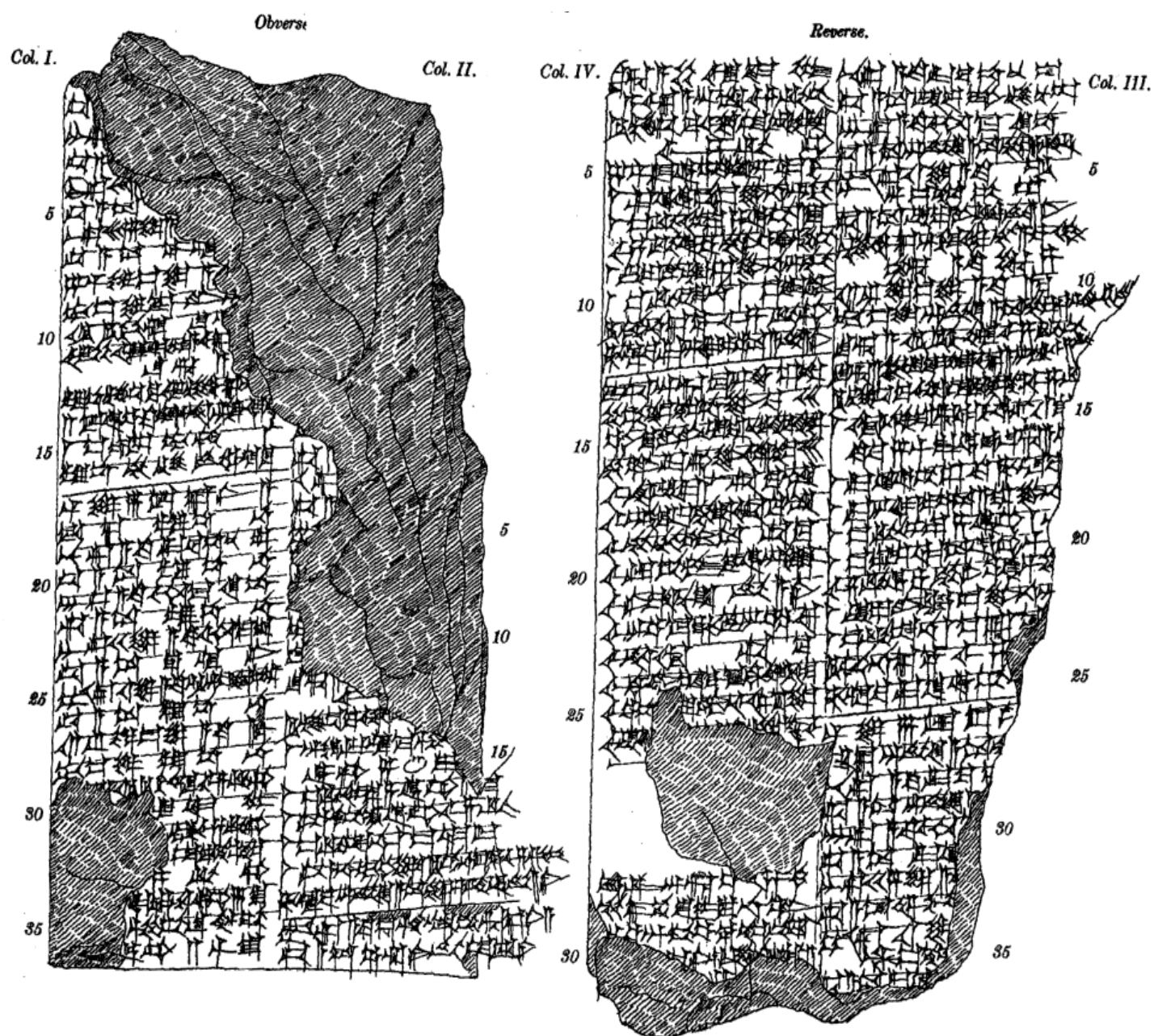
Figure 18 Schematic outline of family: unnamed father and oldest son Ur-Duazagga, and other sons: Ellil-ušag, Ur-DUN-PA-ea, Nannar-ara-mungin

## 6.4 Transcription and translation

Col. I		Col. I
1-5	(beginning wanting; lines 1-5 fragmentary)	
6	1 <b>gan</b> 36 <b>sar</b> <b>a-[šag.....]</b>	1 acre 36 <b>sar</b> of . . . . . field,
7	<b>us-a-rá</b> <i>E-la-[lí]</i>	lengthwise adjoining Elali;
8	5 1/2 <b>sar</b> <sup>giš</sup> <b>sar</b> <b>a-[.....]</b>	5 1/2 <b>sar</b> of garden of the field . . . . . ,
9	<b>zag</b> <sup>giš</sup> <b>sar</b> <b>dumu-méš</b> <i>Lù-<sup>d</sup>[.....]</i>	one side of the garden adjoining the sons of Lu. . . . . ;
10	<b>šuku gar-gu-la šu-r[i-a-bi]</b>	of the victual prebend (consisting of) the
11	<b>ù še ù ka-lum a-IGI+É[-a<sup>d</sup>Mah]</b>	“great food,” the half, and of the corn and dates of the . . . . . of Mah,
12	<b>šu-ri-a-bi</b>	the half: the choice portion from the
13	<b>sib-ta nam-gala ù nam-šutug é-<sup>d</sup>[Nin- sun]</b>	offices of the <i>kalû</i> and of the <i>pashishu</i> of the temple of Ninsun;
14	2 <b>gìn kú-babbar šag šam</b> <i>Warad-<sup>d</sup>Nin-</i>	2 shekels of silver from the purchase
15	<b>SHAḪ s[ag-nita]</b>	price for Warad-Nin SHAḪ;
16	1 <sup>giš</sup> <b>banšur zag-gú-lá</b>	1 <b>zaggula</b> bowl:
	<b>sib-ta mu-nam-šeš-gal-la-šú</b>	the privilege of the elder brother.
Col.		Col.
II		II
21	5 1/2 <b>gan a-šag</b> <sup>gish</sup> <b>gi-mah gab-ri é-dū-a</b>	5 1/2 <b>gan</b> of “great reed” field as
22	<b>us-a-rá</b> <i>E-la-lí šeš ad-da-ni</i>	equivalent to the built house, lengthwise adjoining Elali, his uncle;
Col.		Col.
III		III
1	6 <b>gan a-šag ib-ba-ta-nu-um</b>	6 acres of <i>ibbatanum</i> field,
2	<b>us-a-rá</b> <sup>d</sup> <i>Sin-i-din-nam nu-éš</i>	lengthwise adjoining Sîn-idinnam, the priest;
3	3 <b>gan a-šag igi-nim-ma ki-ta</b>	3 acres of lower highland,
4	<b>us-a-rá</b> <sup>d</sup> <b>Nannar-a-rá-mu-un-gi-en</b>	on one side adjoining Nannar-ara- mungin.
5	4 1/2 <b>gan 11 sar a-šag</b>	4 1/2 acres 11 sar

6	<b>sur</b> <sup>d giš</sup> GIBIL- <i>ga-meš</i>	of the . . . . . of Gilgameš, lengthwise
7	<b>us-a-rá</b> <sup>d</sup> <i>En-lil-lù-šág šeš-a-ni</i>	adjoining Ellil-lušag; his brother; the
8	<b>nam-šutug é</b> <sup>d</sup> <i>Nin-sun mu-a ud-10-kam</i> <b>gab-ri a-šag uz-za</b>	office of the <i>pashishu</i> of the temple of Ninsun as equivalent for the usû field;
9	12 <sup>1</sup> / <sub>3</sub> <b>sar</b> <sup>giš</sup> <b>sar a-šag...</b>	12 <sup>1</sup> / <sub>3</sub> <b>sar</b> of garden in the . . . . . field,
10	<b>zag</b> <sup>giš</sup> <b>sar</b> <sup>d</sup> <i>Nannar-a-rá-mu-un-gi-en šeš[-</i> <b>a-ni]</b>	the side of the garden adjoining Nannar- ara-mungin, his brother;
11	<b>šu-ri-a šuku gar-gul-la igi-4-gál-bi</b>	of the half of the victual prebend
12	<b>šu-ri-a še ù ka-lum a-IGI + É-a</b> <sup>d</sup> <i>Maḥ igi-</i> <b>4-gál[-bi]</b>	(consisting of) the "great food" the fourth part; of the half of the corn and dates of
13		the . . . . . of Maḥ, the fourth part; of
14	<b>gar nam-gala igi ad-da-ne-ne igi-4-gál[-</b> <b>bi]</b>	the food of the <i>kala</i> office, the compensation of their father, the fourth part;
15	<i>Ištar-na-aḥ-ra-ri sag-sal kú-bi 11 gìn</i>	Ištar-naḥrari, the female slave, her value in money 11 shekels; therein (comprised)
16	<b>šag-ba</b> 5 <sup>1</sup> / <sub>2</sub> <b>gìn kú-babbar šu-ri-a-[bi]</b>	5 <sup>1</sup> / <sub>2</sub> shekels of silver, the half, which
17	<i>Ur-Dù-azag-ga-ge šag ḥa-la-ba[-na]</i>	Ur-Duazagga from his inheritance has
18	<i>Ur-</i> <sup>d</sup> <b>DUN-PA-è-a-ra in-na[-an-búr]</b>	paid to Ur-DUN-PA-ea;
19	1 <sup>giš</sup> <b>gál mi-rí-za kú-bi 1</b> [ <sup>1</sup> / <sub>2</sub> <b>gìn</b> ]	1 <i>miriza</i> door, its money value
20	1 <sup>giš</sup> <b>banšur sag-DU kú-bi</b> <sup>1</sup> / <sub>2</sub> [ <b>gìn</b> ]	1 <sup>1</sup> / <sub>2</sub> shekel, 1 "head" bowl, its money value <sup>1</sup> / <sub>2</sub> shekel;
21	<b>igi-4-gál kú-babbar mu-</b> <sup>dag</sup> <b>ḥar-zi[-ga]</b>	a fourth (of a shekel) of silver which on account of the . . . . . ring
22	<sup>d</sup> <i>En-lil-lù-šag-ge in-na-a[n-búr]</i>	Ellil-lušag has paid him,
23	1 <sup>giš</sup> <b>ig ši-na</b> 1 <sup>giš</sup> <b>ùr</b> 1 [ ]	1 <i>ši-na</i> door, 1 beam(?)
24	<b>nig-gú-na é-e igi-4[-gál-bi]</b>	1 . . . . . , of the house furniture the fourth part:
25	<b>ḥa-la-ba</b> <i>Ur-Dù-azag-ga</i> [ ]	the inheritance portion of Ur-Duazagga.

## 6.5 Plates



## 6.6 Outline of division of property

Table 14 Division of assets between contractual parties: regarding Ur-Duazagga's share

Ur-Duazagga's Zaggula bowl	Ur-Duazagga's Probable equal fourth share with his three brothers	Ur-Duazagga's brought in/or receive to compensate
1 acre 36 <b>sar</b> of field	6 acres of ibbatanum field	The eldest brother received as party of his preference portion 2 shekels of silver from the purchase price for Warad-Nin SHAḤ;
5 <sup>1</sup> / <sub>2</sub> <b>sar</b> of garden of the field, the choice portion from the offices of the <i>kalû</i> and of the <i>pashishu</i> of the temple of Ninsun -	3 acres of lower highland	The eldest brother receive a fourth (of a shekel) of silver which on account of the ... ring Ellil-lušag has paid him
1 <b>zaggula</b> bowl: the privilege of the elder brother	4 <sup>1</sup> / <sub>2</sub> acres 11 sar of the . . . . .	5 <sup>1</sup> / <sub>2</sub> <b>gan</b> of "great reed" field as equivalent to the built house
	12 <sup>1</sup> / <sub>3</sub> <b>sar</b> of garden in the . . . . . field, of the (other)half of the corn and dates of the of Maḥ, the fourth part	the office of the <i>pashishu</i> of the temple of Ninsun as equivalent for the <i>usû</i> field
	of the food of the <i>kala</i> office, the compensation of their father, the fourth part	The eldest brother paid for the following:
	1 <i>miriza</i> door, its money value 1 <sup>1</sup> / <sub>2</sub> shekel	Ištar-naḥrari, the female slave, her value in money 11 shekels; therein (comprised)
	1 "head" bowl, its money value <sup>1</sup> / <sub>2</sub> shekel	5 <sup>1</sup> / <sub>2</sub> shekels of silver, the half, which Ur-Duazagga from his inheritance has paid to Ur-

Ur-Duazagga's Zaggula bowl	Ur-Duazagga's Probable equal fourth share with his three brothers	Ur-Duazagga's brought in/or receive to compensate
	1 ši-na door 1 beam(?) 1 . . . . . of the house furniture the fourth part	DUN-PA-ea paid

## 6.7 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E1	Family connection	Only one contractual party's share of the agreement is recorded in this text. Although it seems that, all four brothers partake in the agreement.
E2	Estate owner/	The father's name is not mentioned in the text.
E3	Estate assets: fully or partially divided	Fields, garden, house, office, door, beam, furniture, bowl and food of the <b>kala</b> office.
E4	Mutual Consent	No mention is made of a mutual agreement (text damaged).
E5	<i>Raison de'Être</i>	An oral division agreement took place. There was a reshuffling of estate assets involved, the preference rule was applied; exchange and some <i>quid pro quo</i> division took place by payment to some of the brothers. The eldest brother received, as part of his preference portion, 2 shekels of silver from the purchase price for Warad-Nin SHAḪ, and a fourth (of a shekel) of silver for a unnamed ring (text was damage), which Ellil-lushag, the one brother has paid him. There was 5 <sup>1</sup> / <sub>2</sub> <b>gan</b> of "great reed" field awarded to the eldest brother as equivalent to a



		<p>built house. The office of the <i>pashishu</i> of the temple of Ninsun was also awarded to the eldest brother as equivalent for the <i>usû</i> field.</p> <p>The eldest brother paid to the brother, Ur-Duazagga, for Ištar-naḥrari, the female slave, her value in money 11 shekels; therein (comprised) 5<sup>1</sup>/<sub>2</sub> shekels of silver, the half.</p>
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(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Nippur, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	<sup>d</sup> <i>En-lil-lù-šag-ge in-na-a[n-búr]</i> : Col 2: 22 - Ellil-lušag has paid him ( <b>búr</b> -clause).
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is/ straw to gold	None.
Nat 6	No claim	None.
Nat 7	Oath in temple	No oath in temple. Oath: None. (text damaged)
Nat 8	Preference portion	Col. 1:15-16 - 1 <b>zaggula</b> bowl the privilege of the elder brother.
Nat 9	Equal shares	None.
Nat 10	Trust (Trustee)	None.

Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present, however text/tablet is damaged.

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Four brothers: elder brother Ur-Duazagga, others: Ellil-lushag, Ur-DUN-PA-ea, Nannar-ara-mungin.
I2	Birth Order of brothers (implied/implicit)	1 <b>zaggula</b> bowl: the privilege of the elder brother. 1 <sup>gis</sup> <b>banšur zag-gú-lá</b> : column 15 – the <b>zag-gula</b> bowl – where the text mentions “the privilege of the elder brother”.
I3	Description of assets: thorough description, value	Description of unit, extent of unit, boundaries of unit: e.g: 5½ <b>gan</b> of “great reed” field as equivalent to the built house, lengthwise adjoining Elali, his uncle. Movable property, e.g: Ishtar-naḥrari, the female slave, her value in money 11 shekels.
I4	Special legal terms/ Symbolism	1 <sup>gis</sup> <b>banšur zag-gú-lá sib-ta mu-nam-šeš-gal-la-šú</b> : Col. 1:15-16 - 1 <b>zaggula</b> bowl the privilege of the elder brother <b>ḥa-la-ba</b> : Col. 2: 17 &25 : inheritance of. X. <sup>d</sup> <b>En-lil-lù-shag-ge in-na-a[n-búr]</b> : Col. 2: 22 - Ellil-lushag has paid him ( <b>búr</b> -clause).
I5	Oath: king and/or gods	None, text damaged.
I6	Witnesses' names,	Text damaged.

	rank/family standing	
Qualities of Division Text		
I7	Language	Sumerian.
I8	Location	Nippur.
I9	Tablet's condition	It is from the MIO collection, CBM 45, in the reign of Samsu-iluna in his 6 <sup>th</sup> year, 6 <sup>th</sup> month. The tablet is fragmented and unbaked with seal impressions. 17 inches x 8.5 inches x 4.35 inches (Hilprecht 1909:23).
I10	Number of copies	Recorded transaction reflect only one brother's share, although Poebel refers to the text as a "division of an inheritance among four brothers" (Hilprecht 1909:23).
I11	Date Formula	The date of the tablet: reign of Samsu-iluna in his 6 <sup>th</sup> year and 6 <sup>th</sup> month (Hilprecht 1909:23-24). The date formula was not published.
I12	Seals Impressions	Present, note plates ( <i>supra</i> ).
I13	Rhythm sequence Special Style	Essential elements: Nippur seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B). N6 (Samsu-iluna) Natural elements: Nat 2,8,12 Nat 2 Bringing in, Nat 8 preference portion, Nat 12 witnesses.

## 7. (N7) DIVISION AGREEMENT OF THE UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS NANNA-MEŠA AND ADDA-KALA

### 7.1 Source

Transcription and translation done by Stone & Owen (1991:56-59). Catalogue number: OECT 8 17. Included plates number as: 54-56 in Stone & Owen (1991).

### 7.2 Background information

The text is a recorded division agreement between the brothers Nanna-meša (eldest brother) and Adda-kala.

### 7.3 Family members

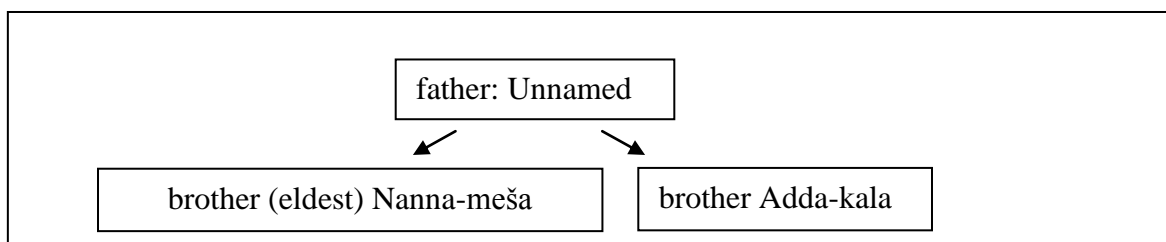


Figure 19 Schematic outline of family: unnamed father and sons Nanna-meša and Adda-kala

### 7.4 Transcription and translation

1	1 <sup>1/3</sup> sar é-dù-a da é ka-kù-ga	A 1 <sup>1/3</sup> -sar house plot next to the house of
2	ki-è-bi e-sír-ra	Kakuga(ni), its exit to the street;
3	3 sar kislāḥ da é mu-ni-ki-en-gi <sub>4</sub> -šè	a 3-sar plot of unimproved residential
4	4 sar kislāḥ da é lú <sup>d</sup> -en-zu-na	property next to the house of Muni-kiengi;
5	1 <sup>giš</sup> ig mi-rí-za šà kisal-lá <sup>l</sup> gub-ba	a 4-sar plot of unimproved residential
6	1 <sup>giš</sup> ig dib-ba é-pa-paḥ gub-ba	property next to the house of Lu-Suen;
7	1 <sup>giš</sup> ig zé-na	1 door of small boards in the courtyard;
8	1 gán a-šà uz-za ús-a-du lugal-a-ma-ru	1 door of boards in the shrine;
		1 door of date wood;
		a 1-iku field plot (in the) Uzza (irrigation
		district), a 1-iku field plot (in the) Uzza

9	$\frac{1}{2}$ gán 10 sar a-šà uz-za ki-duru <sub>5</sub> ús-a-du ama'-da-kal-la	(irrigation district), wet land, beside (the field of) Amada-kala; <sup>21</sup>
10	2 gán a-šà íd-gìr-ta-bal-e úš-a-du é-lú-ti š[u-ḥa-a]	a 2 <b>iku</b> -field plot (in the) Girtabale canal (irrigation district), beside (the field of) Eluti the fisherman;
11	nam-ì-du <sub>8</sub> ká-sumun <sup>d</sup> en-líl-lá mu-àm u <sub>4</sub> 22 $\frac{1}{2}$ -kam	the custodianship of the old gate of Enlila for 22 $\frac{1}{2}$ days annually; the custodianship of the Egalmaḥ gate for
12	nam-ì-du <sub>8</sub> ká é-gal-maḥ mu-àm u <sub>4</sub> 22 $\frac{1}{2}$ -kam	22 $\frac{1}{2}$ days annually; the custodianship of the Usida-gate for 22 $\frac{1}{2}$
13	nam-ì-du <sub>8</sub> ká ús-gíd-da mu-àm u <sub>4</sub> 22 $\frac{1}{2}$ -kam	days annually; the custodianship of the great gate of Ninlil for
14	nam-ì-du <sub>8</sub> ká-gal <sup>d</sup> nin-líl-lá mu-àm u <sub>4</sub> 22 $\frac{1}{2}$ -kam	22 $\frac{1}{2}$ days annually; the custodianship of the Craftsmen's gate for
15	nam-ì-du <sub>8</sub> ká <sup>d</sup> nin-gá-gi <sub>4</sub> -a mu-àm u <sub>4</sub> 11 $\frac{1}{2}$ -kam	22 $\frac{1}{2}$ days annually; the custodianship of the Ningagia gate for
16	nam-ì-du <sub>8</sub> ká du <sub>6</sub> -kù mu-àm u <sub>4</sub> 22 $\frac{1}{2}$ -kam	11 $\frac{1}{2}$ days annually; the custodianship of the Duku gate for 22 $\frac{1}{2}$
17	nam-é-da-di <sup>d</sup> en-líl <sup>d</sup> nin-líl mu-àm u <sub>4</sub> 6-kam	days annually; the edadi-ship of Enlil and Ninlil for 6 days
18	ša <sup>giš</sup> kiri <sub>6</sub> pe-ru-ru-tum ḥa-la-ba ur- <sup>d</sup> lum-ma	annually; they divided up into lots the rest of Ur-Lumma's share in the orchard of Perurutum;
19	šu-ri-a-bi in-ba-e-eš	(They divided it all up.)
20	1 naga <sub>4</sub> -esir 1 <sup>giš</sup> gag-maš mar-gíd-da	1 bitumen mortar, 1 x of a wagon wheel, 1 wagon wheel,
21	2 <sup>giš</sup> u <sub>4</sub> -sakar <sup>giš</sup> mar-gíd-da	2 halves of a wagon wheel –
22	ḥa-la-ba <sup>d</sup> nanna-me-ša <sub>4</sub> šeš-gal	(the above is the inheritance) share of Nanna-meša, the eldest son.
23	1 $\frac{1}{3}$ sar é-dù-a ki-tuš da é nin-du <sub>10</sub> -	A 1 $\frac{1}{3}$ -sar house plot, the bedroom, next to the

<sup>21</sup>

This text is wrongly translated:  $\frac{1}{2}$  -iku 10 sar and not 1 iku.

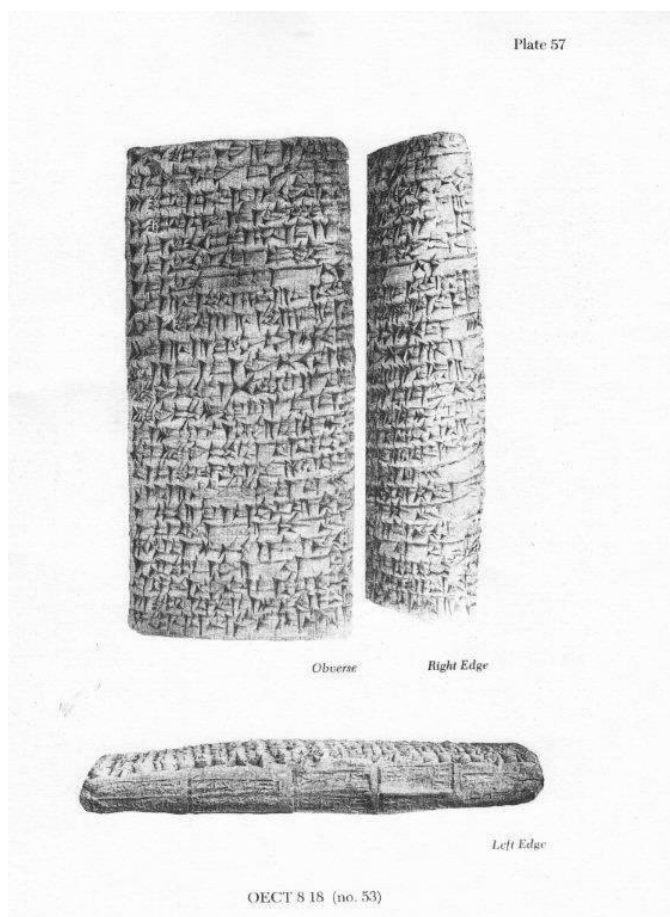
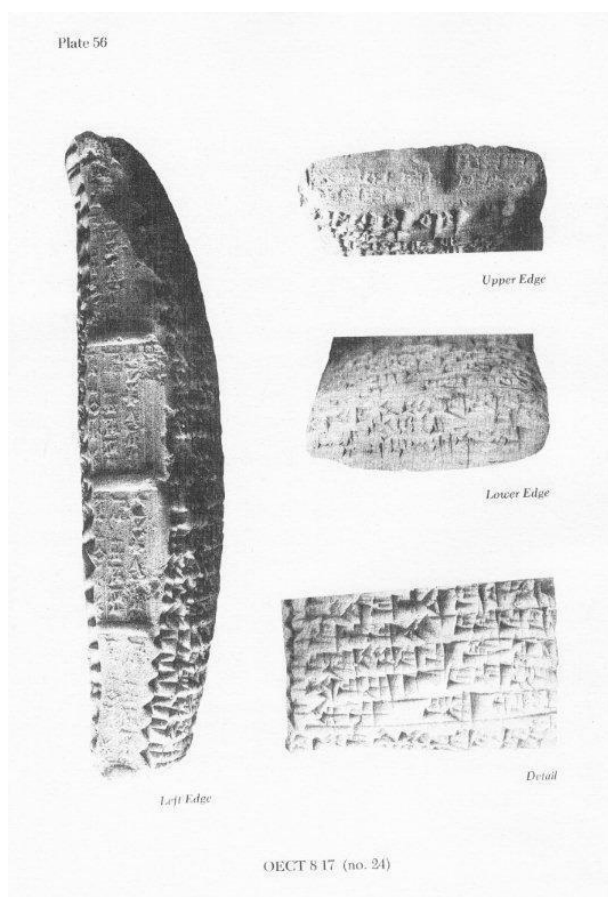
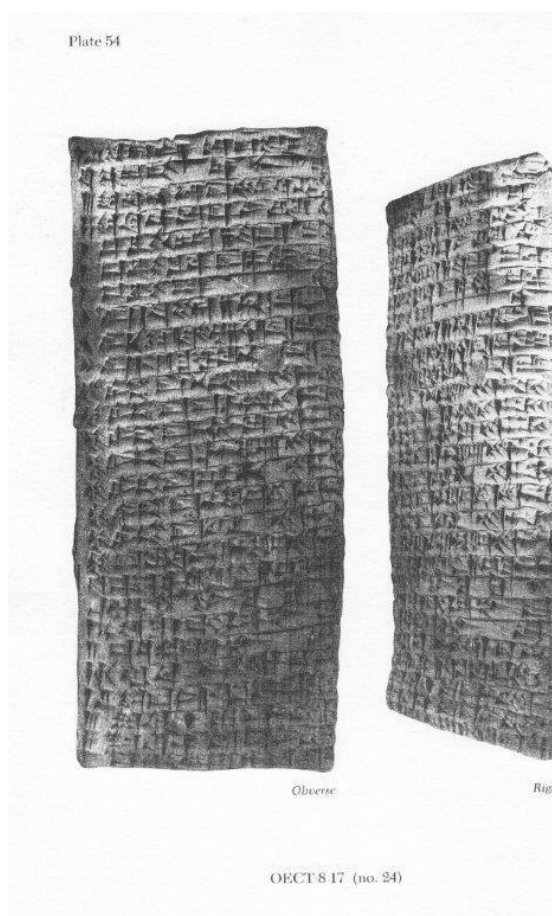
	[ga]	
24	3 sar kislāḥ da é <sup>d</sup> nanna-me-ša <sub>4</sub>	house of Nin-duga; a 3-sar plot of unimproved residential property next to the house of Nanna-meša;
25	4 sar kislāḥ da é lú- <sup>d</sup> en-zu-na	a 4-sar plot of unimproved residential property next to the house of Lu-Suen;
26	1 <sup>giš</sup> ig mi-rí-za ki-tuš gub-ba	1 door of small boards in the bedroom;
27	1 <sup>giš</sup> ig dib-ba ki-tuš gub-ba	1 door of boards in the bedroom;
R		
28	1 <sup>giš</sup> ig zé-na	1 door of date wood;
29	[1] gán a-ša uz-za-a-du <sup>d</sup> nanna-me-ša <sub>4</sub>	a (1)-iku field plot (in the) Uzza (irrigation district), beside the field of Nanna-meša;
30	½ gán 10 sar a-ša uz-za ki-duru <sub>5</sub> -ús-a-du <sup>d</sup> nanna-me-ša <sub>4</sub>	a ½-iku 10 sar field plot (in the) Uzza (irrigation district) wet lands, beside (the field) of Nanna-meša;
31	2 gán a-ša <sup>íd</sup> gìr-ta-bal-e ùs-a-du <sup>d</sup> nanna-[me-ša <sub>4</sub> ]	a 2-iku field plot (in the) Girtabale canal (irrigation district), beside (the field) of Nanna-meša;
32	nam-ì-du <sub>8</sub> ká-sumun <sup>d</sup> enlíl-lá šu-ri-a-bi	the remainder of the custodianship of the old gate of Enlila;
33	nam-ì-du <sub>8</sub> ká é-gal-maḥ mu-àm u <sub>4</sub> 22 <sup>1</sup> / <sub>2</sub> -kam	the custodianship of the Egalmah gate for 22 <sup>1</sup> / <sub>2</sub> days annually;
34	nam-ì-du <sub>8</sub> ká ús-gíd-da mu-ám u <sub>4</sub> 22 <sup>1</sup> / <sub>2</sub> -kam	the custodianship of the Usgida gate for 22 <sup>1</sup> / <sub>2</sub> days annually;
35	nam-ì-du <sub>8</sub> ká-gal <sup>d</sup> nin-líl-lá mu-àm u <sub>4</sub> 22 <sup>1</sup> / <sub>2</sub> -kam	the custodianship of the great gate of Ninlil for 22 <sup>1</sup> / <sub>2</sub> days annually;
36	nam-ì-du <sub>8</sub> ká <sup>giš</sup> kin-ti-mu-àm u <sub>4</sub> 22 <sup>1</sup> / <sub>2</sub> -kam	the custodianship of the Craftsmen's gate for 22 <sup>1</sup> / <sub>2</sub> days annually;
37	nam-ì-du <sub>8</sub> ká <sup>d</sup> nin-gá-gi <sub>4</sub> -a mu-àm u <sub>4</sub> 11 <sup>1</sup> / <sub>2</sub> -kam	the custodianship of the Ningagia gate for 11 <sup>1</sup> / <sub>2</sub> days annually;
38	nam-ì-du <sub>8</sub> ká du <sub>6</sub> -kù mu-àm u <sub>4</sub> 22 <sup>1</sup> / <sub>2</sub> -kam	the custodianship of the Duku gate for 22 <sup>1</sup> / <sub>2</sub> days annually;
39	nam-é-da-di <sup>d</sup> en-líl <sup>d</sup> nin-líl mu-àm u <sub>4</sub> 6-kam	the edadi-ship of Enlil and Ninlil for 6 days annually;

40	<b>ša</b> <sup>giš</sup> <b>kiri</b> <sub>6</sub> <i>pe-ru-ru-tum</i> <b>ḥa-la-ba</b> <i>ur-<sup>d</sup>lum-ma</i>	they divided up into lots the rest of Ur-Lumma's share in the orchard of Perurutum;
41	<b>šu-ri-a-bi in-ba-e-eš</b>	
42	2 <sup>giš</sup> <b>umbin</b> <b>mar-gíd-da</b> 2 <sup>giš</sup> <b>u</b> <sub>4</sub> <b>sakar</b>	2 wagon wheels, 1 wheel hubs on a wagon <sup>22</sup> ,
43	<b>mar-gíd-da</b>	
44	1 <sup>giš</sup> <b>gu-zu</b>	1 chair –
45	<b>ḥa-la-ba</b> <i>ad-da-kal-la</i>	(the whole the inheritance) share of Adda-kala.
46	<b>še-ga-ne-ne-ta</b> <sup>giš</sup> <b>šub-ba-ta in-ba-e-eš</b>	Together they have agreed to the division. <sup>23</sup>
47	<b>u</b> <sub>4</sub> <b>kúr-šè lú-ù-ra inim nu-um-gá-gá-a</b>	
48	<b>mu lugal-bi téš-bi-pà-dè-eš</b>	In future each will not make a claim against the other.
		Thus they have sworn in the name of the king. (Witnesses- and date clause not translated by Stone & Owen (1991). Translation as follows:)
49	<b>igi</b> <i>nì-gur</i> <sub>11</sub> - <sup>d</sup> <i>nanna gudu</i> <sub>4</sub> <b>dumu</b> <sup>d</sup> <i>en-líl-gú-gal</i>	before Nì-gur <sub>11</sub> - <sup>d</sup> Nanna-gudu <sub>4</sub> son of <sup>d</sup> Enlíl-gú-gal
50	<b>igi</b> <sup>d</sup> <i>nanna-ma-an-sum</i> <b>dumu</b> <i>a-wi-il-ili</i>	before <sup>d</sup> Nanna-man-sum son of Awilli
51	<b>igi</b> <i>inim</i> <sup>d</sup> <i>da-mu</i> <b>dumu</b> <i>da-da-kal-la</i>	before Inim- <sup>d</sup> Da-mu son of Da-da-kala
52	<b>igi</b> <sup>d</sup> <i>en-zu-li-di-iš</i> <b>dumu</b> <sup>1</sup> <i>lú-si-gar</i>	before Inim- <sup>d</sup> Da-mu son of Da-da-kala
53	<b>igi</b> <i>arad</i> - <sup>d</sup> <i>en-líl-lá</i> <b>dumu</b> <i>inim</i> - <sup>d</sup> <i>en-líl-lá</i>	before <sup>d</sup> Sîn-li-diš son of <sup>1</sup> Lú-si-gar
54	<b>igi</b> <i>im-gur</i> - <sup>d</sup> <i>en-zu</i> <b>dub-sar</b>	before Arad- <sup>d</sup> En-líl-lá son of Inim- <sup>d</sup> Enlíl-lá
55	<b>iti</b> <b>še-gur</b> <sub>10</sub> - <b>ku</b> <sub>5</sub> <b>mu</b> <sup>d</sup> <i>en-zu-i-qi-ša-am</i>	before Im-gur- <sup>d</sup> Sîn the scribe
	<b>lugal</b>	In the month of the process of grain. In the
56	<b>alam guškin alam kù-babbar</b>	year king Sîn-iqīšam
57	<sup>d</sup> <b>utu-ra mu-un-na-an-ku</b> <sub>4</sub>	brought into the temple of Šamaš, statues of
seal	<sup>d</sup> <b>nanna-me-ša</b> <sub>4</sub>	silver and gold.
	<b>ad-da-kal-la</b>	(Follow by seal impressions)
	<b>ibila lú</b> - <sup>d</sup> <b>ba-ú</b>	

<sup>22</sup> 2 halves of a wagon wheel.

<sup>23</sup> **giš-šub-ba-ta in-ba-e-eš**: not translated fully – they divided into lots.

## 7.5 Plates





## 7.6 Outline of division of property

Table 15 Division of assets between contractual parties: Nanna-meša and Adda-kala

Contractual Parties	Nanna-meša, the eldest son	Adda-kala
Similarities	<p>1<sup>1</sup>/<sub>3</sub> <b>sar</b> house plot;</p> <p>3 <b>sar</b> plot of unimproved residential property;</p> <p>4 <b>sar</b> plot of unimproved residential property;</p> <p>1 door of small boards in the courtyard;</p> <p>1 door of boards in the shrine;</p> <p>1 door of date wood;</p> <p>1 <b>iku</b> field plot (in the) Uzza (irrigation district);</p> <p><sup>1</sup>/<sub>2</sub> <b>iku</b> 10 <b>sar</b> field plot (in the) Uzza (irrigation district);</p> <p>wet land;</p> <p>2 <b>iku</b>-field plot (in the) Girtabale canal (irrigation district);</p> <p>the custodianship of the old gate of Enlila for 22<sup>1</sup>/<sub>2</sub> days annually;</p> <p>the custodianship of the Egalmah gate for 22<sup>1</sup>/<sub>2</sub> days annually;</p> <p>the custodianship of the Usida-gate for 22<sup>1</sup>/<sub>2</sub> days annually;</p> <p>the custodianship of the great gate of Ninlil for 22<sup>1</sup>/<sub>2</sub> days annually;</p> <p>the custodianship of the Craftsmen's gate for 22<sup>1</sup>/<sub>2</sub> days annually;</p> <p>the custodianship of the Ningagia gate for 11<sup>1</sup>/<sub>2</sub> days annually;</p> <p>the custodianship of the Duku gate</p>	<p>1<sup>1</sup>/<sub>3</sub> <b>sar</b> house plot, the bedroom;</p> <p>3 <b>sar</b> plot of unimproved residential property;</p> <p>4 <b>sar</b> plot of unimproved residential property;</p> <p>1 door of small boards in the bedroom;</p> <p>1 door of boards in the bedroom;</p> <p>1 door of date wood;</p> <p>(1) <b>iku</b> field plot (in the) Uzza (irrigation district);</p> <p><sup>1</sup>/<sub>2</sub> <b>iku</b> 10 <b>sar</b> field plot (in the) Uzza (irrigation district);</p> <p>wet lands;</p> <p>2 <b>iku</b> field plot (in the) Girtabale canal (irrigation district);</p> <p>the remainder of the custodianship of the old gate of Enlila;</p> <p>the custodianship of the Egalmah gate for 22<sup>1</sup>/<sub>2</sub> days annually;</p> <p>the custodianship of the Usgida gate for 22<sup>1</sup>/<sub>2</sub> days annually;</p> <p>the custodianship of the great gate of Ninlil for 22<sup>1</sup>/<sub>2</sub> days annually;</p> <p>the custodianship of the Craftsmen's gate for 22<sup>1</sup>/<sub>2</sub> days annually;</p> <p>the custodianship of the Ningagia gate for 11<sup>1</sup>/<sub>2</sub> days annually;</p> <p>the custodianship of the Duku gate</p>

<b>Contractual Parties</b>	<b>Nanna-meša, the eldest son</b>	<b>Adda-kala</b>
	for 22 <sup>1</sup> / <sub>2</sub> days annually; the edadi-ship of Enlil and Ninlil for 6 days annually; they divided up into lots the rest of Ur-Lumma's share in the orchard of Perurutum;	for 22 <sup>1</sup> / <sub>2</sub> days annually; the edadi-ship of Enlil and Ninlil for 6 days annually; they divided up into lots the rest of Ur-Lumma's share in the orchard of Perurutum;
<b>Discrepancies</b>	1 bitumen mortar; 1 x of a wagon wheel; 1 wagon wheel; 2 halves of a wagon wheel.	2 wagon wheels; 1 wheel hubs on a wagon; 2 halves of a wagon wheel; 1 chair.

## 7.7 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Two brothers: (eldest) Nanna-meša and younger brother Adda-kala were contractual parties in the assets of their father's estate.
E 2	Estate owner	Unnamed father.
E 3	Estate assets: fully or partially divided	Whole of estate divided.
E 4	Mutual Consent	<b>še-ga-ne-ne-ta</b> <sup>giš</sup> <b>šub-ba-ta in-ba-e-eš</b> - together they have agreed to the division.
E 5	<i>Raison de l'Être</i>	<i>Quid pro quo</i> -division – more or less equal division of the estate assets. Although the eldest brother was mentioned - no preferential share was awarded to him. As a mechanism of division: they divided the estate into lots, regarding the shares in the orchard of Perurutum.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Nippur, between the contractual parties in a division agreement.

Nat 1	adoption/ support	None.
Nat 2	bringing in	
Nat 3	division by lots/in good will	<sup>gts</sup> <b>sub-ba-ta in-ba-e-eš</b> – lines 46, <b>šū-ri-a-bi in-ba-e-eš</b> – lines 20 and 42 – with every share of a brother and again when parties mutually agree to division at the end of the agreement in line 46.
Nat 4	heart is satisfied	None.
Nat 5	much as there is/ straw to gold	None.
Nat 6	No claim	Line 47 <b>u<sub>4</sub> kúr-še lú-ù-ra inim nu-um-gá-gá-a</b> – in future each will not make a claim against the other.
Nat 7	oath in temple/oath	No oath in temple. Oath: <b>mu lugal-bi téš-bi-pà-dè-eš</b> – line 48: thus they have sworn in the name of the king.
Nat 8	preference portion	None.
Nat 9	equal shares	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	<b>Igi</b> which is translated as “before”.

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Only mentions the names of the contractual parties, and excluded reference to their status, although the witnesses' statuses were mentioned.
I2	Birth Order of brothers (implied/ implicit)	Implicit, mentioning eldest son – line 23.
I3	Description of assets: thorough description, value	<p>In the division of the estate, there were different assets: immovable and movable properties, no slaves and custodianship. With the immovable properties the measurements in value and location given, e.g. 1<sup>1</sup>/<sub>3</sub>-<b>sar</b> house plot next to the house of Kakuga(ni), its exit to the street, 3-<b>sar</b> plot of unimproved residential property next to the house of Muni-kiengi.</p> <p>With movable property mentioned the property and sometimes some indication of location <i>in situ</i>, e.g. 1 door of small boards in the courtyard; 2 wagon wheels.</p> <p>With custodianship – mentioned the custodianship (temple) and days, e.g. the custodianship of the <b>Usida</b>-gate for 22<sup>1</sup>/<sub>2</sub> days annually.</p>
I4	Special legal terms/ Symbolism	<p><b>u<sub>4</sub> kúr-šè lú-ù-ra inim nu-um-gá-gá-a</b> – line 47: in future each will not make a claim against the other.</p> <p><b>mu lugal-bi téš-bi-pà-dè-eš</b> – line 48: thus they have sworn in the name of the king.</p> <p><sup>giš</sup><b>šub-ba-ta in-ba-e-eš</b> – lines 46, <b>šu-ri-a-bi in-ba-e-eš</b> - lines 20 and 42: with every share of a brother and again when parties mutually agree to division at the end of the agreement in line 46.</p> <p><b>še-ga-ne-ne-ta</b> – line 46: mutually agree to.</p>

		<b>ḥa-la-ba-</b> lines 23 & 45: after the division of assets with each brother.
I5	Oath: king and/or gods	<b>mu lugal-bi téš-bi-pà-dè-eš</b> – line 48: thus they have sworn in the name of the king.
I6	Witnesses' names, rank/family standing	Witnesses recorded: name and status (son ( <b>dumu</b> ) of X) and <b>dub-sar</b> . Witnesses present with term <b>igi</b> (before).
Qualities of Division Text		
I7	Language	Sumerian.
I8	Location	Nippur.
I19	Tablet's condition	Good condition.
I10	Number of copies	One copy. All contractual parties awarded portions and shares recorded in this one clay tablet.
I11	Date Formula	<p>Stone &amp; Owen did not translate the date formula. Translation is: In the month of the process of grain. <b>Še-gur<sub>10</sub>-ku<sub>5</sub></b> is unknown in the calendar, however compare discussions by Cohen (1993:123) regarding the terms <b>še</b> and <b>ku<sub>5</sub></b>, and possible meaning as “to process grain”.</p> <p>Furthermore, lines 55-57: <b>mu <sup>d</sup>en-zu-i-qi-ša-am lugal alam guškin alam kù-babbar <sup>d</sup>utu-ra mu-un-na-an-ku<sub>4</sub></b>. Not translated. Translation is: In the year king Sîn-iqīšam brought into the temple of Šamaš, statues in silver and in gold.</p> <p>3th year Sîn-iqīšam Larsa. <b>mu <sup>d</sup>en-zu-i-qīša-am bàd gal larsa<sup>ki</sup>-ma ba-dù<sub>11</sub> alan kù-babbar 1 alan kù-sig<sub>17</sub> é-<sup>d</sup>utu-šè i-ni-in-ku<sub>4</sub>-re</b>. the year Sîn-iqīšam built the great city wall of Larsa and brought into the temple of Šamaš, eleven statues in silver and one in gold.<sup>24</sup></p> <p>Sigrist (1990:28-29) reflects the 3th yearname of the 3th reign of Sîn-iqīšam as follows: “year he had the great wall of Larsa built and had 11 statutes of silver and 1 statue of gold brought in the temple of</p>

<sup>24</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yearnames/HTML/T10K7.htm>. Cited 2 February 2012.

		Šamaš’.
I12	Seals Impressions	Present: <sup>d</sup> nanna-me-ša <sub>4</sub> ad-da-kal-la <b>ibila</b> lú- <sup>d</sup> ba-ú.
I13	Rhythm sequence Special Style	Essential elements: Nippur seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B). N7 (Šîn-iqišam) Natural elements: Nat 3,6,7,12 Nat 3 division by lots, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

## 8. (N8) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF IBBI-ENLIL BETWEEN BROTHERS NINURTA-MUŠTAL, NAMARŠU-LUMUR AND MUNA-WIRUM

### 8.1 Source

Nippur text: Transcription and translation from Stone & Owen (1991:65-67) Number 29 OECT 8 19. Included plates in Stone & Owen (1991).

### 8.2 Background information

The text is a recorded division agreement of paternal estate of Ibbi-Enlil between the brothers: Ninurta-muštal, Namaršu-lumur and Muna-wirum.

### 8.3 Family members involved

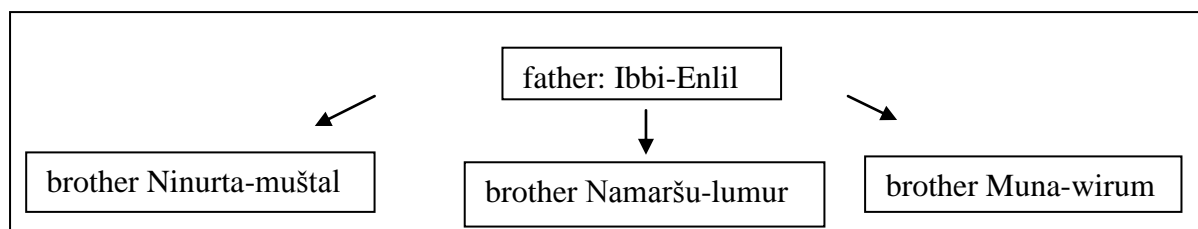


Figure 20 Schematic outline of family: father Ibbi-Enlil and sons Ninurta-muštal, Namaršu-lumur and Muna-wirum

### 8.4 Transcription and translation

1	é-da-di <sup>d</sup> en-líl <sup>d</sup> nin- líl-lá	The edadi-ship of Enlil and Ninlil for 10 days
2	mu-àm u <sub>4</sub> 10-kam	annually;
3	ká <sup>d</sup> nin-gá-gi <sub>4</sub> -a	(the custodianship) of the Ningagia gate for 6 days
4	mu-à u <sub>4</sub> 6-kam	annually – (this is) the preference portion of whatever
5	síb-ta garzá a-na-me-bi	temple offices there are –
6	é-da-di-mu-àm u <sub>4</sub> 20-kam é ús- gíd-da u <sub>19</sub> -ru-maḥ	the edadi-ship for 20 days annually (in the) temple of Usgida Urumah;
7	ká <sup>d</sup> nin-líl-lá mu-àm u <sub>4</sub> 12 1/2	(the custodianship) of the Ninlila gate for 12 <sup>1</sup> / <sub>2</sub> days

	<b>kam</b>	annually –
8	<b>ḥa-la-ba</b> <sup>d</sup> nin-urta-mu-uš-ta-al	(the above is the inheritance) share of Ninurta-muštał.
9	<b>é-da-di</b> <sup>d</sup> en- líl <sup>d</sup> nin-líl-lá	The edadi-ship of Enlil and Ninlil for 20 days
10	<b>mu-àm u<sub>4</sub> 20-a-kam</b>	annually;
11	<b>ká</b> <sup>giš</sup> kin-ti mu-àm u <sub>4</sub> 12 <sup>1</sup> / <sub>2</sub> -kam	(the custodianship) of the Craftsmen's gate for 12 <sup>1</sup> / <sub>2</sub>
12	<b>mu garzá-garzá sá nu-un-du<sub>4</sub>-ga-aš</b>	days annually; because the temple offices were not sufficient,
13	<b>[ká du<sub>6</sub>-kù] mu-àm u<sub>4</sub> 12-kam</b>	(the custodianship) of the Duku gate for 12 days annually (was added) –
14	<b>[ḥa-l]a-ba</b> na-ma-ar-šu-lu-mu-ur	(the above is the inheritance) share of Namaršu-lumur.
	Reverse	
15	<b>[é]-da-di</b> <sup>d</sup> en-líl <sup>d</sup> nin-líl-lá	The edadi-ship of Enlil and Ninlil for 20 days
16	<b>[m]u-àm u<sub>4</sub> 20-kam</b>	annually;
17	<b>[ká]-gal mu-àm u<sub>4</sub> 12 <sup>1</sup>/<sub>2</sub>-kam</b>	(the custodianship) of the great gate for 12 <sup>1</sup> / <sub>2</sub> days
18	<b>ḥa-la-ba</b> mu-na-wi-rum	annually – (the above is the inheritance) share of Muna-wirum.
19	<b>ibila</b> [ib]-ni <sup>d</sup> en-líl-ke <sub>4</sub> -ne	The heirs (beneficiaries) of Ibbi-Enlil are in mutual
20	<b>še-ga-ne-ne-ta</b> <sup>giš</sup> sub-ba-ta in-ba-e-eš	agreement and have divided (the inheritance) up by casting lots.
	(Witnesses)	(Witnesses and date clauses were not translated by Stone & Owen (1991). Translation as follows:)
21	<b>igi</b> lú- <sup>d</sup> en-líl-lá <b>dumu</b> é-lú-ti	before Lú- <sup>d</sup> en-líl-lá son of Élú-ti
22	<b>igi</b> <sup>d</sup> nin-urta-ma-an-sum <b>dumu</b> ta-ri-bu-um	before <sup>d</sup> Nin-urta-man-sum son of Ta-ri-bum
23	<b>igi</b> ta-ri-ba-tum <b>dumu</b> ma-ri-še-tim	before Ta-ri-ba-tum son of Ma-ri-še-tim
24	<b>igi</b> lú- <sup>d</sup> nin-urta-ma-an-sum <b>aga-ús</b>	before Lú- <sup>d</sup> Ninurta-Man-sum, the soldier
25	<b>igi</b> a-wi-li-ya <b>bur-gul</b>	before Awili-ya, the seal-engraver
26	<b>igi</b> <sup>d</sup> nuska-ni-šu <b>dub-sar</b>	before <sup>d</sup> Nuska-nišu, the scribe
27	<b>iti</b> ab-è u <sub>4</sub> 25-kam	In the month of the <b>Ab-è</b> -festival, 25 <sup>th</sup> day.
28	<b>mu</b> ri-im- <sup>d</sup> en-zu <b>lugal-e</b>	In the year the king Rimini, in which Ninmaḥ raised

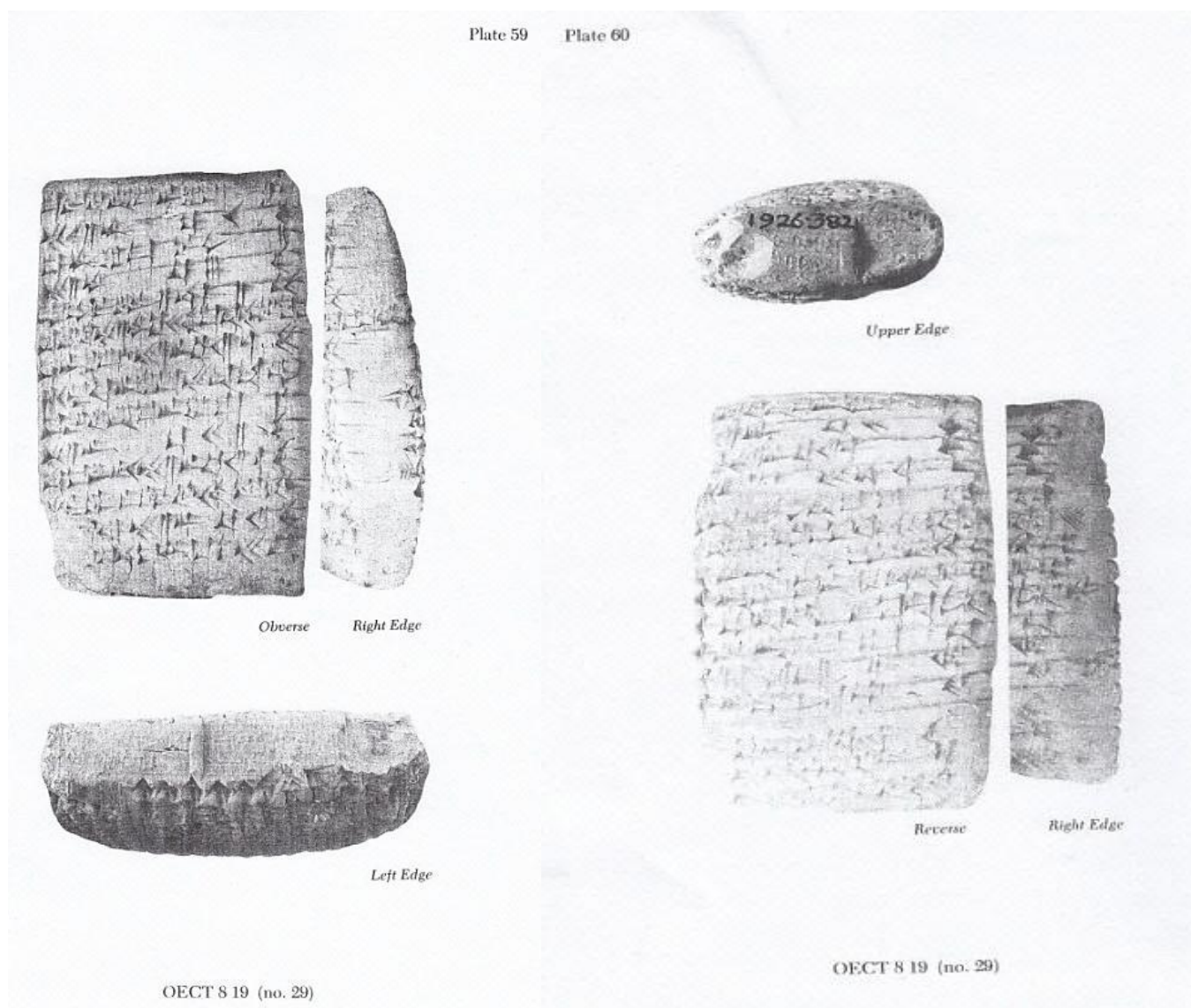


29	<sup>d</sup> nin-maḥ-e é-kèš <sup>ki</sup>	greatly in the Kiš temple, the foundation of heaven
30	temen an-ki-bi-da-ta	and earth.
	Seal:	Seal not translated by Stone & Owen (1991).
	<sup>d</sup> nin-urta-mu-uš-ta-al	Ninurta-muštāl,
	na-ma-ar-šu-lu-mu-ur	Namaršu-lumur
	mu-na-wi-ru-[um]	Muna-wirum
	ibila-šu	Beneficiaries of the estate.

## 8.5 Plates

Plate 59:

Plate 60:



## 8.6 Outline of division of property

**Table 16** Division of assets between contractual parties: Ninurta-muštāl, Namaršū-lumur and Muna-wirum

<b>Contractual Parties</b>	<b>Ninurta-muštāl</b>	<b>Namaršū-lumur</b>	<b>Muna-wirum</b>
<b>Similarities</b>	The edadi-ship of Enlil and Ninlil for 10 days annually.	The edadi-ship of Enlil and Ninlil for 20 days annually.	The edadi-ship of Enlil and Ninlil for 20 days annually.
<b>Discrepancies</b>	(the custodianship) of the Ningagia gate for 6 days annually – (this is) the preference portion of whatever temple offices there are – the edadi-ship for 20 days annually (in the) temple of Usgida Urumah (the custodianship) of the Ninlila gate for 12 <sup>1</sup> / <sub>2</sub> days annually.	(the custodianship) of the Craftsmen's gate for 12 <sup>1</sup> / <sub>2</sub> days annually; because the temple offices were not sufficient (the custodianship) of the Duku gate for 12 days annually (was added).	(the custodianship) of the great gate for 12 <sup>1</sup> / <sub>2</sub> days annually – (the above is the inheritance) share of Muna-wirum.

## 8.7 Elements of the family deceased division agreement

### (a) *Essential elements*

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E1	Family connection of contractual	Brothers: Ninurta-muštāl (probably the eldest), Namaršū-lumur and Muna-wirum contracted a division agreement of the deceased estate assets of their father Ibbi-Enlil.
----	----------------------------------	--

	parties/co-owners	
E2	Estate owner	Father, by the name of Ibbi-Enlil.
E3	Estate assets: fully or partially divided	Uncertain if it is the whole estate. The agreement only mentioned the edadi-ship, and stipulate that the inheritance is divided by casting lots.
E4	Mutual Consent	The beneficiaries of Ibbi-Enlil are in mutual agreement and have divided the inheritance by casting of lots. (Cf. <i>ibila [ib]-ni<sup>d</sup>en-líl-ke4-ne še-ga-ne-ne-ta<sup>giš</sup>sub-ba-ta in-ba-e-eš</i> ).
E5	<i>Raison de l'Être</i>	Reshuffling of inheritance estate assets to change co-ownership, to sole ownership. The beneficiaries of Ibbi-Enlil were in mutual agreement and have divided the inheritance by casting of lots.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Nippur, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	There was a bringing-in of property to equalize the division: Lines 11-13: regarding the share of Namaršu-lumur: the edadi-ship of Enlil and Ninlil for 20 days annually (the custodianship) of the Craftsmen's gate for 12 1/2 days annually; because the temple offices were not sufficient, (the custodianship) of the Duku gate for 12 days annually (was added).
Nat 3	Division by lots/in good will	Line 20: inheritance up by casting lots. ( <i>ibila [ib]-ni den-líl-ke4-ne še-ga-ne-ne-ta<sup>giš</sup>sub-ba-ta in-ba-e-eš</i> ).
Nat 4	Heart is satisfied	None.
Nat	Much as	None.

5	there is/ straw to gold	
Nat 6	No claim	None.
Nat 7	Oath in temple/oath	None.
Nat 8	Preference portion	<b>sīb-ta garzá a-na-me-bi</b> : line 5 - the preference portion of whatever temple offices there are.
Nat 9	Equal shares	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> (before).

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Ninurta-muštal, Namaršu-lumur & Muna-wirum: brothers Father: Ibbi-Enlil. No status mentioned.
I2	Birth Order of brothers (implied/ implicit)	Implied by referring to preference portion of Ninurta-muštal. (In some other Nippur texts the eldest received a preference portion). In this text no reference to a <sup>giš</sup> <b>banšur-zag-gu-lá</b> -clause. Only reference in line 5 to <b>sīb-ta garzá a-na-me-bi</b> .

I3	Description of assets: thorough description, value	Assets are fully describe: edadi-ship – type and days, e.g: The custodianship of the Craftsmen’s gate for 12 <sup>1</sup> / <sub>2</sub> days annually. The custodianship of the Duku gate for 12 days annually.
I4	Special legal terms/ Symbolism	<b>sīb-ta garzá a-na-me-bi</b> : line 5 - the preference portion of whatever temple offices there are. <b>ḥa-la-ba</b> : lines 8,14, 18 - share of X. <b>ibila [ib]-ni<sup>d</sup>en-líl-ke-ne</b> : line 10 - the heirs of Ibbi-Enlil. <b>še-ga-ne-ne-ta</b> : line 20 - mutual agreement. <sup>giš</sup> <b>sub-ba-ta in-ba-e-eš</b> : line 20 - and have divided (the inheritance) by the casting lots. <b>igi</b> – before (witnesses-clause).
I5	Oath: king and/or gods	None.
I6	Witnesses’ names, rank/family standing	Witnesses present with term words <b>igi</b> , translated as “in front of (before)”. Status mentioned. <b>aga-ús</b> – soldier as professions mentioned. Witnesses: six in total.
Qualities of Division Text		
I7	Language	Sumerian.
I8	Location	Nippur.
I19	Tablet’s condition	Good condition.
I10	Number of copies	One copy. All contractual parties awarded shares and portions were recorded in one agreement.
I11	Date Formula	Not translated by Stone & Owen (1991). The date formula in the text is as follows: In the month of the <b>Ab-è</b> festival, 25 <sup>th</sup> day. In the year the king Rīm-Sîn in which Ninmaḥ raised greatly in the Kiš temple, the foundation of heaven and earth. Regarding the month formula: compare the discussions by Cohen (1993:117-118) of the <b>Ab-è</b> festival at Nippur. The translation of the year name is as follows: <b>mu ri-im-<sup>d</sup>en-zu lugal-e<sup>d</sup>nin-maḥ-e é-kèš<sup>ki</sup></b>

		<p><b>temen an-ki-bi-da-ta.</b> The researcher's translation is: In the year the king Rimini, in which Ninmaḥ raised greatly in the Kiš temple, the foundation of heaven and earth.</p> <p>Rīm-Sîn II 3<sup>rd</sup> year (Larsa) : <b>mu<sup>d</sup> nin-mah-e é keš<sup>ki</sup> temen an ki-bi-da-ta nam-lugal kalam kiš gél-la-šè gal-bi-ta ba-an-íl-la lí kúr lú hul-gál kur-kur-šè gaba-bi nu gi<sub>4</sub>-a.</b> Year in which Ninmaḥ raised greatly in the Kiš temple, the foundation of heaven and earth, (Rīm-Sîn) to kingship over the land, (king) having no ennemy, no hostile (king), opposing him in all foreign lands.<sup>25</sup> Compare also Sigrist (1990:62): “year Nimaḥ elevated Rīm-Sîn to the kingship over all”.</p>
I12	Seals Impressions	Seal not translated by Stone & Owen (1991). Seals of Ninurta-muštał, Namaršu-lumur Muna-wirum, who are the contractual parties.
I13	Rhythm sequence Special Style	<p>Essential elements: Nippur seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B). N8 (Rīm-Šin II).</p> <p>Natural elements: Nat 2,3,8,12</p> <p>Nat 2 Bringing in, Nat 3 Division by lots, Nat 8 preference portion, Nat 12 witnesses.</p>

<sup>25</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yearnames/HTML/T10K11.htm>. Cited 2 February 2012.

## 9. (N9) DIVISION AGREEMENT OF PATERNAL ESTATE OF SÎN-IQIŠAM AND HIS SONS : SÎN-ŠEMI AND BROTHER/UNCLE ILI-AWILI AND THE CHILDREN OF SÎN-ŠEMI AND NEPHEWS OF ILI-AWILI, NAMELY IBBI-ENLIL AND NANNA-AYA

### 9.1 Source

Stone & Owen (1991:60-63) transcribed and translated the text number 26, Cornell 6. Included is copy 6 and plates 3, 4 and 5 in Stone & Owen (1991).

### 9.2 Background information

The text is a recorded division agreement of paternal estate of Sîn-iqišam, and his son Sîn-šemi, and brother/uncle Ili-awili, and the children of Sîn-šemi, and nephews of Ili-awili, namely Ibbi-Enlil and Nanna-aya.

### 9.3 Family members

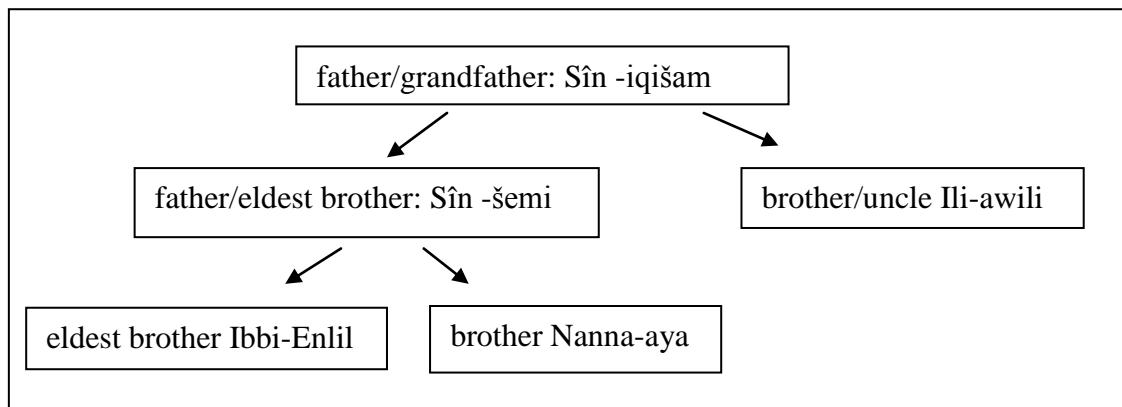


Figure 21 Schematic outline of family: father Sîn-iqišam, son Sîn-šemi, brother/uncle Ili-awili and the children of Sîn-šemi: nephews of Ili-awili; namely Ibbi-Enlil and Nanna-aya

### 9.4 Transcription and translation

C1	Column I	
1	[nam-é-da-di mu-a]	The <b>edadi</b> -ship for
2	[u <sub>4</sub> x-kam]	[x] days annually;
3	[nam-ì-du <sub>8</sub> ká-gal mu-a]	the custodianship of the great gate

4	[u <sub>4</sub> x-kam]	for [x] days annually;
5	[nam-ì-d] u <sub>8</sub> ká-gíd-gíd-da	the custodianship of the Usgida gate
6	mu-a u <sub>4</sub> 2 <sup>1</sup> / <sub>2</sub> -kam	for 2 <sup>1</sup> / <sub>2</sub> days annually;
7	[n]am-i-du <sub>8</sub> ká <sup>giš</sup> kin-ti	the custodianship of the Craftsmen's gate
8	mu-a u <sub>4</sub> 2 <sup>1</sup> / <sub>2</sub> -kam	for 2 <sup>1</sup> / <sub>2</sub> days annually;
9	nam-ì-du <sub>8</sub> ká <sup>d</sup> nin-gá-gi <sub>4</sub> -a	the custodianship of the Ningagia gate
10	mu-a u <sub>4</sub> 2-kam	for 2 days annually;
11	8 gín é-dù-a	an 8-gin house plot
12	da é dumu-me <i>u-bar-rum</i>	next to that of the sons of Ubarum;
13	16 sar a-šà uz-za	a 16 <b>sar</b> field plot (in the) Uzza (irrigation
14	ús-a-du dumu-me-i-din- <sup>d</sup> en-zu	district), beside (the field) of the sons of Iddi-Sîn;
15	20 sar a-šà <sup>id</sup> gír-ta-bal-e	a 20 <b>sar</b> field plot (in the) Girtabale canal (irrigation district) –
16	síb-ta nam-šeš-gal-la-šè	(the above) form the portion allotted to the eldest son.
17	nam-é-da-di mu-a	The edadi-ship
18	iti 2 u <sub>4</sub> 21-kam	for 22 months and 21 days annually;
19	nam-ì-du <sub>8</sub> ká-gal mu-a	the custodianship of the great gate for
20	u <sub>4</sub> 10-kam	3 <sup>1</sup> / <sub>2</sub> days annually;
21	nam-ì-du <sub>8</sub> ká ús-gíd-gíd-da	the custodianship of the Usgida gate
22	ù ká-gal <sup>d</sup> nin-líl-lá	and the great gate of Ninlila
23	mu-a u <sub>4</sub> 10-kam	for 10 days annually;
24	nam-ì-du <sub>8</sub> ká <sup>giš</sup> kin-ti	the custodianship of the craftsman's gate
25	mu-a u <sub>4</sub> 10-[kam]	for 10 days annually;
C2		
1	[nam-ì-du <sub>8</sub> ká du <sub>6</sub> -kù-ga]	the custodianship of Dukuga gate
2	[mu-a u <sub>4</sub> 3 <sup>1</sup> / <sub>2</sub> -kam]	for 3 <sup>1</sup> / <sub>2</sub> days annually;
3	[nam-ì-du <sub>8</sub> ká <sup>d</sup> nin-gá-gi <sub>4</sub> -a]	the custodianship of the Ningagia gate
4	mu-a u <sub>4</sub> 6-kam	for 6 days annually;
5	<sup>1</sup> / <sub>2</sub> sar 6 gín é-dù-a	<sup>1</sup> / <sub>2</sub> <b>sar</b> and 6 <b>gín</b> of a house plot
6	da é síb-ta-na	next to that of his allotted house;
7	<sup>1</sup> / <sub>2</sub> gán 22 sar šà a-šà uz-za	<sup>1</sup> / <sub>2</sub> <b>iku</b> 30 <b>sar</b> of field plot (in the) Girtabale



8	<b>ús-a-du síb-ta-na</b>	canal (irrigation district) –
9	$\frac{1}{2}$ gán 30 sar šà a- šà <sup>íd</sup> gìr-ta-bal-e	
10	<b>ḥa-la-ba</b> <i>i-bi-<sup>d</sup>en-líl</i> šeš-gal	(all the above being the inheritance) portion of
11	<b>nam-é-da-di mu-a</b>	Ibbi-Enlil the eldest brother.
12	<b>íti 2 u<sub>4</sub> 21-kam</b>	The edadi-ship for 2 months and 21 days
13	<b>nam-ì-du<sub>8</sub> ká-[gal] mu-a</b>	annually; the custodianship of the great gate
14	<b>u<sub>4</sub> 10-kam</b>	for 10 days annually;
15	<b>nam-ì-du<sub>8</sub> ká ús-gíd-gíd-da</b>	the custodianship of the Usgida gate and of the
16	<b>ù ká-gal <sup>d</sup>nin-líl-lá</b>	great gate of Ninlila
17	<b>mu-a u<sub>4</sub> 10-kam</b>	for 10 days annually;
18	<b>nam-ì-du<sub>8</sub> ká <sup>giš</sup>kin-ti</b>	the custodianship of the Craftsmen's gate
19	<b>mu-a u<sub>4</sub> 10-kam</b>	for 10 days annually;
20	<b>nam-ì-du<sub>8</sub> ká du<sub>6</sub>-kù-ga</b>	the custodianship of the Dukuga gate
21	<b>mu-a u<sub>4</sub> 3½-kam</b>	for 10 days annually;
22	<b>nam-ì-du<sub>8</sub> ká <sup>d</sup>nin-gá-gi<sub>4</sub>-a</b>	the custodianship of the Ningagia gate
23	<b>mu-a u<sub>4</sub> 6-kam</b>	for 6 days annually;
C3		
1	[ $\frac{1}{2}$ sar] 6 gín é-dú-[a]	$\frac{1}{2}$ sar 6 gin of a house plot
2	[d]a é šeš-a-ni	next to that of his brother;
3	[ $\frac{1}{2}$ ] gán 22 sar [šà a-šà uz-za]	$\frac{1}{2}$ iku 22 sar of a field plot (in the) Uzza
4	<b>ús-a-du še[š-a-ni]</b>	(irrigation district)
5	$\frac{1}{2}$ gán 30 sar šà [a- šà <sup>íd</sup> gìr-ta-bal-e]	adjacent to that of his brother;
6	<b>ḥa-la-ba <sup>d</sup>nanna-a-a šeš-a-ni</b>	$\frac{1}{2}$ iku 30 sar of a field plot (in the) Girtabale
7	<b>[ib]ila <sup>d</sup>enzu-i-qi-[šà]-am ad<sup>!?</sup>-da<sup>!</sup></b>	canal (irrigation district) –
8	<i>ì-lí-a-wi-li</i>	(all of the above being the inheritance) portion
9	<b>šeš ad-da-ne-ne</b>	of Nanna-aya his brother.
10	<b>ḥa-la-ba in-ne-en-ba</b>	The heir of Sîn-iqīšam the father being Ili-awili,
11	<b>u<sub>4</sub> kúr-šè</b> <i>i-bi-<sup>d</sup>en-líl</i>	the brother of their father has been given (his)
12	<b>ù <sup>d</sup>nanna-a-a</b>	inheritance portion.
13	<b>nam-ibila</b> <i>ì-lí-a-wi-li-šè</i>	So that in future neither Ibbi-Enlil nor Nanna-
		aya shall raise a claim against the heirship of Ili-
		awili,

14	<b>inim nu-um-gá-gá-dè-e</b>	
15	<b>mu lugal-bi in-pà-dè-eš</b>	in the name of the king they swore.
16	<b>kišib ḥa-la-ba kišib sag-ta</b>	According to the sealed tablet of the division
17	<b>nì-nam</b> <i>ì-lí-a-wi-li</i>	(of inheritance), the items of Ili-awili and the
18	<b>ù nì-nam</b> <sup>d</sup> <i>enzu-še-mi-ke<sub>4</sub></i>	items of Sîn-šemi
19	<b>téš-a síg-ga-bi in-ba-eš-a</b>	will be divided equally by lot.
20	[ ]x-x	(Witnesses, date and seal not translated by
CIV	[ ]	Stone & Owen (1991). Translation is as follows:)
1	<b>igi</b> <sup>d</sup> <i>nin-urta-ma-an-[sum]</i>	before <sup>d</sup> Nin-urta-man-[sum]
2	<b>ugula</b> <i>⟨dag<sub>4</sub>⟩-gi<sub>4</sub>-a</i>	overseer of ⟨Dag <sub>4</sub> ⟩-gi <sub>4</sub> -a
3	<b>igi</b> <sup>d</sup> <i>en-zu-ma-gir</i>	before <sup>d</sup> Sîn-magir
4	<b>dumu</b> <sup>d</sup> <i>en-zu-i-qí-šam</i>	son of <sup>d</sup> Sîn-iqīšam
5	<b>igi</b> <i>arad-<sup>d</sup>imin-bi lú-túg</i>	before Arad- <sup>d</sup> Imin-bi lú-túg
6	<b>igi</b> <sup>d</sup> <i>nin-urt[a-ma-an]-sum šagin</i>	before <sup>d</sup> Nin-urt[a-ma-an]-sum
7	<b>igi</b> <i>dingir-ma-an-sum</i>	before Dingir-mansum
8	<b>dumu</b> <i>be-el-šu-nu</i>	son of Bel-šunu
9	<b>igi</b> <i>kù-<sup>d</sup>nin-immà</i> <b>dub-sar</b>	before Kù- <sup>d</sup> nin-immà the scribe
10	<b>igi</b> <i>a-wi-il-ya</i> <b>bur-gul</b>	before Awilya the (seal) engraver
		(Date formula not translated)
11	<b>[iti] ne-ne-gar</b>	In the month when lamps/braziers are lit
12	<b>[mu sa]-am-su-i-lu-na lugal</b>	In the year of king Samsu-iluna...
13	[ ]x	(omitted text)
14	<i>i-bi-<sup>d</sup>en-líl</i>	[...]
15	<sup>d</sup> <i>nanna-a-a</i>	Ibbi-Enlil,
Seal	<b>ibila</b> <sup>d</sup> <i>enzu-i-qí-ša-am</i>	Nanna-aya
		beneficiaries/heirs of Sîn-iqīšam

## 9.5 Plates

Cornell 6 (no. 26)

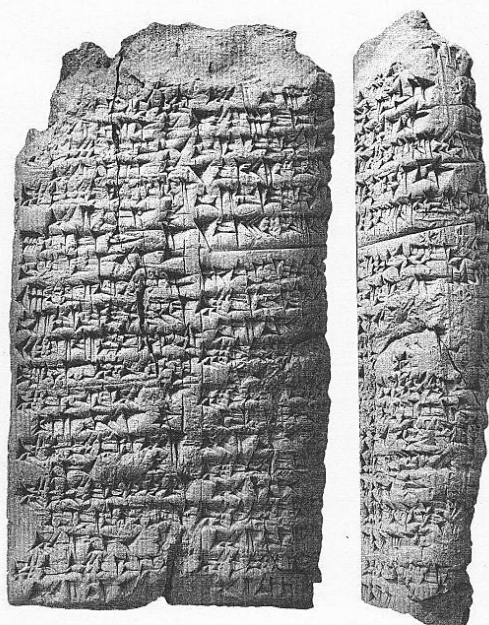


Reverse



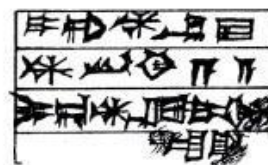
Obverse

Plate 3



Obverse

Right Edge



[128]

Cornell 6 (no. 26)

## 9.6 Outline of division of property

**Table 17 Division of assets between contractual parties: Ili-awili (brother/uncle), eldest brother Ibbi-Enlil and brother Nanna-aya**

<b>Ili-awili (brother/uncle)</b>	<b>Ibbi-Enlil (eldest brother)</b>	<b>Nanna-aya (brother)</b>
<p>The <b>edadi</b>-ship [x] days annually;</p> <p>custodianship of great gate [x] days annually;</p> <p>custodianship of Usgida gate for 21/2 days annually;</p> <p>custodianship of Craftsmen's gate for 21/2 days annually;</p> <p>custodianship of Ningagia gate for 2 days annually;</p> <p>8-<b>gin</b> house plot a 16-<b>sar</b> field plot a 20-<b>sar</b> field plot</p>	<p>The <b>edadi</b>-ship 22 months and 21 days annually;</p> <p>custodianship of great gate for 3<sup>1</sup>/<sub>2</sub> days annually;</p> <p>the custodianship of Usgida gate and great gate of Ninlila for 10 days annually;</p> <p>custodianship of craftsman's gate for 10 days annually;</p> <p>custodianship of Dukuga gate for 3<sup>1</sup>/<sub>2</sub> days annually;</p> <p>custodianship of Ningagia gate for 6 days annually;</p> <p><sup>1</sup>/<sub>2</sub> <b>sar</b> and 6 <b>gín</b> of a house plot</p> <p><sup>1</sup>/<sub>2</sub> <b>iku</b> 30 sar of field plot</p>	<p>The <b>edadi</b>-ship 2 months and 21 days annually;</p> <p>custodianship of great gate for 10 days annually;</p> <p>the custodianship of Usgida gate and of great gate of Ninlila for 10 days annually;</p> <p>custodianship of Craftsmen's gate for 10 days annually;</p> <p>custodianship of Dukuga gate for 10 days annually;</p> <p>custodianship of Ningagia gate for 6 days annually;</p> <p><sup>1</sup>/<sub>2</sub> <b>sar</b> 6 <b>gin</b> of a house plot <sup>1</sup>/<sub>2</sub> <b>iku</b> 22 <b>sar</b> of a field plot <sup>1</sup>/<sub>2</sub> <b>iku</b> 30 <b>sar</b> of a field plot</p>
<p>According to the sealed tablet of the division (of inheritance), the items of Ili-awili and the items of Sîn-šemi, will be divided equally by lot.</p>		

## 9.7 Elements of the family deceased division agreement

### (a) *Essential elements*

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	The text is a recorded division agreement between the uncle and eldest brother Ili-awili, and the children of Sîn-šemi, nephews of Ili-awili, namely Ibbi-Enlil and Nanna-aya.
E 2	Estate owner	Sîn-šemi and brother/uncle Ili-awili and estate of their father Sîn-iqišam.
E 3	Estate assets: fully or partially divided	It seems the whole estate is divided.
E 4	Mutual Consent	Not implicit, although in context of text, mutual consent took place.
E 5	<i>Raison de'Être</i>	The beneficiary of Sîn-iqišam, the father being Ili-awili, the brother of their father has been given (his) inheritance portion. ....in future neither Ibbi-Enlil nor Nanna-aya shall raise a claim against the heirship of Ili-awili, in the name of the king they swore. According to the sealed tablet of the division (of inheritance), the items of Ili-awili and the items of Sîn-šemi, will be divided equally by lot.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Nippur, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	<b>kišib ḥa-la-ba kišib sag-ta nì-nam ì-lí-a-wi-li ù nì-nam</b> <sup>d</sup> <i>enzu-še-mi-ke<sub>4</sub> téš-a síg-ga-bi in-ba-eš-a</i> – C3 lines 16-19: according to the sealed tablet of the division (of inheritance), the items of Ili-awili and the items of Sîn-šemi will be divided equally by lot. <b>téš-a síg-ga-bi in-ba-eš-a</b> – C3 line 19 : will be divided equally by lot.
Nat 4	Heart is satisfied	None.

Nat 5	Much as there is/ straw to gold	None.
Nat 6	No claim	<b>u<sub>4</sub> kúr-šè</b> <i>i-bi-<sup>d</sup>en-líl</i> <b>ù</b> <b>nanna-a-a nam-ibila</b> <i>ì-lí-a-wi-li-šè</i> : C3 lines 7-8 - the heir of Sîn-iqišam the father being Ili-awili, the brother of their father has been given (his) inheritance portion. So that in future neither Ibbi-Enlil nor Nanna-aya shall raise a claim against the heirship of Ili-awili.
Nat 7	Oath in temple/oath	No oath in temple. Oath: lines <b>mu lugal-bi in-pà-dè-eš</b> : C3 line 15 - in the name of the king they swore.
Nat 8	Preference portion	Two different preference portions. The one portion is regarding the uncle and brother of probably the deceased younger brother. The other preference portion is the eldest son of the predeceased younger brother. This eldest son divided the inheritance with his younger brother and uncle. <b>sīb-ta nam-šeš-gal-la-šè</b> : C1 line 16 - (the above) form the portion allotted to the eldest son. And line 6: <b>ús-a-du sīb-ta-na</b> – line 8 of C2: (all the above being the inheritance) portion of Ibbi-Enlil the eldest brother.
Nat 9	Equal shares	<b>kišib ḥa-la-ba kišib sag-ta nì-nam</b> <i>ì-lí-a-wi-li</i> <b>ù nì-nam denzu-še-mi-ke<sub>4</sub> téš-a síg-ga-bi in-ba-eš-a</b> – C3 lines 16-19: according to the sealed tablet of the division (of inheritance), the items of Ili-awili and the items of Sîn-šemi will be divided equally by lot.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	The text is a recorded division agreement between the uncle Ili-awili and children of Sîn-šemi and nephews of Ili-awili, namely Ibbi-Enlil and Nanna-aya.
I2	Birth Order of brothers	Birth order is implied: C1 line 16: <b>sīb-ta nam-šeš-gal-la-šè</b> – (the above) form the portion allotted to the eldest son (uncle), and eldest brother Ibbi-Enlil.
I3	Description of assets: thorough description, value	Different assets: houses – surface measures, and next to region of person's property, e.g. $\frac{1}{2}$ <b>sar 6 gin</b> of a house plot next to that of his brother; $\frac{1}{2}$ <b>iku 22 sar</b> of a field plot (in the) Uzza (irrigation district) adjacent to that of his brother; $\frac{1}{2}$ <b>iku 30 sar</b> of a field plot (in the) Girtabale canal (irrigation district). Custodianship: naming of type of custodianship and days (period) position held, e.g. the custodianship of the Ningagia gate for 6 days annually.
I4	Special legal terms/ Symbolism	<p><b>sīb-ta nam-šeš-gal-la-šè</b>: C1 line 16 - (the above) from the portion allotted to the eldest son. And line 6: <b>ús-a-du sīb-ta-na</b> – line 8 of C2: (all the above being the inheritance) portion of Ibbi-Enlil the eldest brother.</p> <p><b>ha-la-ba</b>: C2 line 10, C3 line 6, C3 line 10 - in heritage portion of <b>[ib]ila</b> <sup>d</sup><i>enzu-i-qi-[šà]-am ad<sup>19</sup>-da<sup>1</sup> i-lí-a-wi-li šeš ad-da-ne-ne</i></p> <p><b>ha-la-ba in-ne-en-ba u<sub>4</sub> kúr-šè i-bi-<sup>d</sup>en-líl ù<sup>d</sup>nanna-a-a nam-ibila i-lí-a-wi-li-šè</b>: C3 lines 7-8 - the heir of Sîn-iqišam the father being Ili-awili, the brother of their father has been given (his) inheritance portion. So that in future neither Ibbi-Enlil nor Nanna-aya shall raise a claim against the heirship of Ili-awili.</p> <p><b>mu lugal-bi in-pà-dè-eš</b>: C3 line 15 - in the name of the king they swore.</p>

		<p><b>kišib ḥa-la-ba kišib sag-ta nì-nam ì-lí-a-wi-li ù nì-nam</b> <sup>d</sup><i>enzu-še-mi-ke</i><sub>4</sub> <b>téš-a síg-ga-bi in-ba-eš-a</b> – C3 lines 16-19: according to the sealed tablet of the division (of inheritance), the items of Ili-awili and the items of Sîn-šemi will be divided equally by lot.</p> <p><b>téš-a síg-ga-bi in-ba-eš-a</b> – C3 line 19 : will be divided equally by lot.</p>
I6	Oath: king and/or gods	<b>mu lugal-bi in-pà-dè-eš</b> : C3 line 15 - in the name of the king, they swore.
I7	Witnesses' names, rank/family standing	The term <b>igi</b> is used. More or less eight witnesses (text damaged) Including a <b>ugula</b> (overseer), <b>dub-sar</b> and <b>bur-gul</b> at the end of the witness list. Mentioned name of witness and status, e.g. son of ( <b>dumu</b> ) X.
Qualities of Division Text		
I8	Language	Sumerian.
I9	Location	Nippur.
I10	Tablet's condition	Not in a good condition.
I11	Number of copies	One copy. All contractual parties awarded portions and shares are mentioned in one recorded agreement.
I12	Date Formula	The text is damaged and date-clause was not translated by Stone & Owen (1991). Some part of the decipherable text is translated by the researcher as follows:  Regarding the month formula: In the month when lamps/braziers are lit. Compare discussions by Cohen (1993:100-104). Regarding the year name: in the year of king Samsu-iluna... (omitted text).
I13	Seals Impressions	The seal impressions were not translated by Stone & Owen (1991). Translation is: [...], Ibbi-Enlil, Nanna-aya beneficiaries/heirs of Sîn-iqišam
I14	Rhythm sequence Special Style	Essential elements: Nippur seq E.4 Complex family relationships – combination of 1-3. N9 (Samsu-iluna) as DF:B,N,U  Natural elements: Nat 3,6,7,8,12  Nat 3 division by lots, Nat 6 no claim, Nat 7 oath, Nat 8 preference portion, Nat 12 witnesses.



## 10. (N10) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF NUSKA-AMAḤ BETWEEN BROTHERS MUNAWIRUM AND MANNUM-MEŠU-LIŠŠUR

### 10.1 Source

Nippur text, transcription and translation is from Stone & Owen (1991:87-89), number 51 Cornell 23. Copy 148-149 and photos: Plates 27-28 in Stone & Owen (1991).

### 10.2 Background information

This is a recorded division agreement of paternal estate of Nuska-amah, between brothers Munawirum and Mannum-mešu-liššur.

### 10.3 Family members

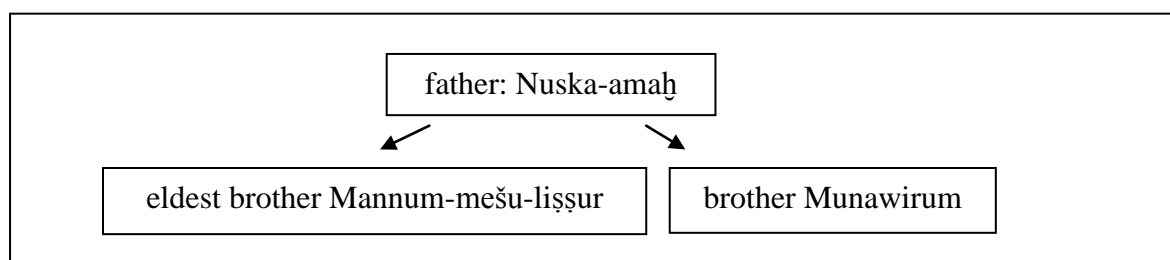


Figure 22 Schematic outline of family: father Nuska-amah and sons Munawirum and Mannum-mešu-liššur

## 10.4 Transcription and translation

1	1 gín é-dú-a da è <i>i[m-gur-<sup>d</sup>nin-urta]</i>	A 1- <b>gin</b> house property next to the house of Imgur-Ninurta;
2	nam-ì-du <sub>8</sub> ká gu-la mu-a [ <u>u<sub>4</sub></u> 2- kam]	the custodianship of the Gula gate for 2 days annually;
3	nam-ì-du <sub>8</sub> ká é-gal-maḥ mu-a [ <u>u<sub>4</sub></u> 2-kam]	the custodianship of the Egalmaḥ gate for 2 days annually;
4	nam-ì-du <sub>8</sub> ká ús-gíd-da mu-a [ <u>u<sub>4</sub></u> 2-kam]	the custodianship of the Usgida gate for 2 days annually;
5	nam-ì-du <sub>8</sub> ká-gal <sup>d</sup> nin-líl-lá mu-a [ <u>u<sub>4</sub></u> 2-kam]	the custodianship of the great gate of Ninlil gate for 2 days annually;
6	nam-ì-du <sub>8</sub> é <sup>giš</sup> kin-ti mu-a <u>u<sub>4</sub></u> 2-kam	the custodianship of the House of the Craftsmen for 2 days annually;
7	nam-ì-du <sub>8</sub> ká <sup>d</sup> nin-gá-gi <sub>4</sub> -a <u>u<sub>4</sub></u> 1-kam	the custodianship of the Ningagia gate for 1 day annually;
8	[nam]-ì-du <sub>8</sub> ká du <sub>6</sub> -kù mu-a <u>u<sub>4</sub></u> 2 <sup>1</sup> / <sub>2</sub> -kam	(the custodianship of House of the Dukuma for 2 <sup>1</sup> / <sub>2</sub> days)
9	[nam é-da]-di <sup>d</sup> en-líl <sup>d</sup> nin-líl mu-a <u>u<sub>4</sub></u> 18-kam	the edadi-ship of Enlil and Ninlil for 18 days annually;
10	[ ] <sup>d</sup> en-líl-u <sub>19</sub> -ru-maḥ- <sup>d</sup> utu mu-a <u>u<sub>4</sub></u> 4-kam	(the gudu-ship?) of Enlil (and?) the urumaḥ of Utu for 4 days annually;
11	[1 <sup>giš</sup> ba]nšur zà-gu-la síb-ta nam-šeš-gal	(and) 1 ceremonial family table (is) the preference portion of the eldest brother.
12	[x gín] é-dú-a da è <i>im-gur-<sup>d</sup>nin-urta</i>	X <b>gin</b> of house property next to the house of Imgur-Ninurta;
13	[nam-ì-d] <u>u<sub>8</sub></u> ká gu-la mu-a <u>u<sub>4</sub></u> 10-kam	the custodianship of the Gula gate for 10 days annually;
14	[nam-ì-du <sub>8</sub> ká] é-gal-maḥ mu-a <u>u<sub>4</sub></u> 10-kam	the custodianship of the Egalmaḥ gate for 10 days annually;
15	[nam-ì-du <sub>8</sub> ká] ús-gíd-da mu-a <u>u<sub>4</sub></u> 10-kam	the custodianship of the Usgida gate for 10 days annually;
16	[nam-ì-du <sub>8</sub> ká-gal <sup>d</sup> nin]-líl-lá mu-a <u>u<sub>4</sub></u> 10-kam	the custodianship of the great gate of Ninlil for 10 days annually;

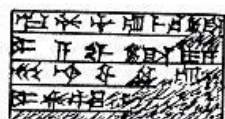
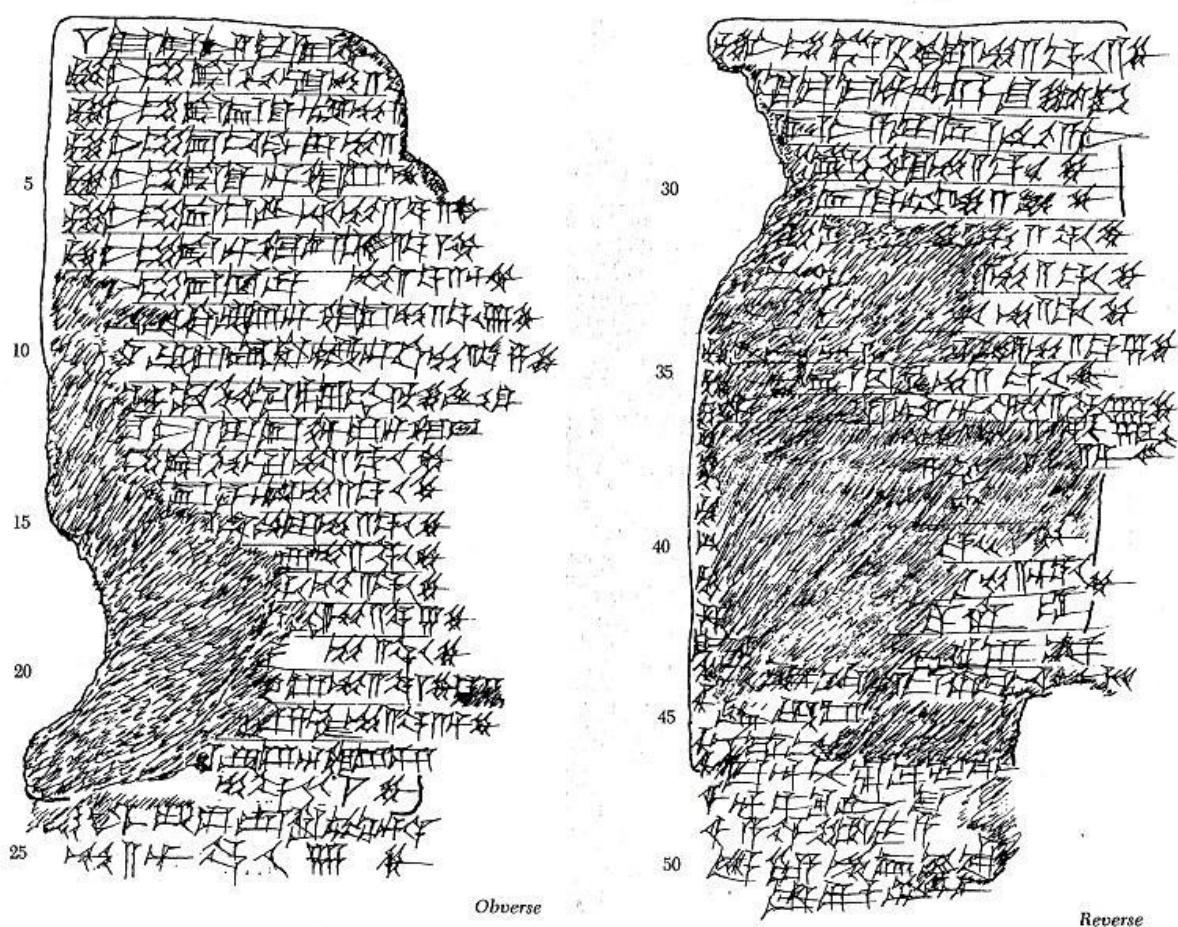
17	<b>[nam-ì-du<sub>8</sub> é<sup>giš</sup>kin]-ti mu-a</b> <b>u<sub>4</sub> 10-kam</b>	the custodianship of the House of the Craftsmen for 10 days annually;
18	<b>[nam-ì-du<sub>8</sub> ká<sup>d</sup>nin-gá-g]i<sub>4</sub>-a mu-a</b> <b>u<sub>4</sub> 5-kam</b>	the custodianship of the Ningagia gate for 5 days annually;
19	<b>[nam-ì-du<sub>8</sub> ká du<sub>6</sub>]-kù mu-a</b> <b>u<sub>4</sub> 10-kam</b>	the custodianship of the Dukug(a) gate for 10 days annually;
20	<b>[nam-é-da-di<sup>d</sup>en-líl<sup>d</sup>ni]n-líl mu-a</b> <b>u<sub>4</sub> 1-kam</b> xx	the edadi-ship of Enlil and Ninlil for 1 day annually;
21	<b>[ l]a-ma-sà-tum mu-a u<sub>4</sub> 2<sup>1</sup>/<sub>2</sub>-kam</b>	x x (the x) of Lamassatum for 2 <sup>1</sup> / <sub>2</sub> days annually;
22	<b>[ ]<sup>d</sup>en-líl<sup>d</sup>nin-líl-ke<sub>4</sub></b>	(the x) of Enlil and Ninlil
UE	upper edge	
23	<b>mu-a u<sub>4</sub> 21-kam</b>	for 21 days annually;
24	<b>[n]am-gudu<sub>4</sub><sup>d</sup>en-líl-u<sub>19</sub>-ru-maḥ-</b> <b><sup>d</sup>utu</b>	the gudu-ship of Enlil (and?) the urumaḥ of Utu for 18 days annually;
25	<b>mu-àm u<sub>4</sub> 18-kam</b>	
R	reverse	
26	<b>nam-ì-du<sub>8</sub> ká<sup>d</sup>ni-ur<sub>5</sub>-ra mu-a</b> <b>u<sub>4</sub> 12-kam</b>	the custodianship of the Niura gate for 12 days annually –
27	<b>[ḥa]-la-ba</b> <i>ma-an-nu-um-me-šu-li-šur</i> <b>[x gín] é-dú-a da é šeš-a-ni</b>	the (above being the inheritance) portion of Mannum-mešu-liššur.
28	<b>nam-ì-du<sub>8</sub> ká gu-la mu-a</b> <b>u<sub>4</sub> 10-kam</b>	X shekels of house plot next to the house of his brother;
29	<b>[nam-ì-du<sub>8</sub> ká] é-gal-maḥ mu-a</b> <b>[u<sub>4</sub> 10]-kam</b>	the custodianship of the Gula gate for 10 days annually;
30	<b>[nam-ì]-du<sub>8</sub> [ká ús-gíd]-da mu-a</b> <b>u<sub>4</sub> 10-kam</b>	the custodianship of the Egalmah gate for 10 days annually;
31	<b>[nam-ì]-du<sub>8</sub> [ká-gal<sup>d</sup>nin-líl]-lá mu-</b> <b>a u<sub>4</sub> 10-kam</b>	the custodianship of the Usgida gate for 10 days annually;
32	<b>[nam]-ì-du<sub>8</sub> [é<sup>giš</sup>kin]-ti mu-a</b> <b>u<sub>4</sub> 10-kam</b>	the custodianship of the great gate of Ninlil for 10 days annually;
33	<b>nam-ì-du<sub>8</sub> ká [d<sup>d</sup>nin-gá-g]i<sub>4</sub>-a mu-a</b>	the custodianship of the House of the Craftsmen

	<b>u<sub>4</sub> 5-kam</b>	for 10 days annually;
34	<b>nam-ì-[du<sub>8</sub>] ká du<sub>6</sub>-kù mu-a</b>	the custodianship of the Ningagia gate
	<b>u<sub>4</sub> 18-kam</b>	for 5 days annually;
35	<b>nam-gudu<sub>4</sub> [<sup>d</sup>en-líl-u<sub>19</sub>-r]u-maḥ-</b>	the custodianship of the Dukug(a) gate
	<b><sup>d</sup>utu mu-a u<sub>4</sub> 18-kam</b>	for 18 days annually;
36	<b>na[m é-da-di <sup>d</sup>en-líl <sup>d</sup>n]in-líl</b>	the gudu-ship of Enlil of the urumaḥ of Utu
	<b>mu-a u<sub>4</sub> igi-6-gál</b>	for 18 days annually;
37	<b>na[m la-ma]-sà-tu[m mu-a u<sub>4</sub></b>	the edadi-ship of Enlil and Ninlil
	<b>2<sup>1</sup>/<sub>2</sub>-kam</b>	for <sup>1</sup> / <sub>6</sub> ? day annually;
38	<b>nam-[ mu-a u<sub>4</sub> x-kam]</b>	the x-ship of Lamassatum
	<b>nam-[ mu-a] u<sub>4</sub> 21-kam</b>	for 2 <sup>1</sup> / <sub>2</sub> days annually;
39	<b>nam-[---x] mu-àm u<sub>4</sub> 10-kam</b>	the x-ship for x days annually;
40	<b>ḥa-[la-ba mu-na]-wi-ru-um</b>	the x-ship for 21 days annually;
41	<b>ibila [<sup>d</sup>nuska-á-ma]ḥ-ke<sub>4</sub>-ne</b>	the x-ship for 10 days annually
42	<b>še-ga-ne-ne-ta <sup>giš</sup>sub-ba-[ta in-ba]-</b>	– the (above being the inheritance) portion of
	<b>eš</b>	Munawirum.
		The heirs of Nuska-amah have divided their
		shares according to their agreement.
		(they have divided by casting lots)
		(Witnesses, date and seals not translated by
		Stone & Owen (1991). Translation is as
		follows:)
43	<b>igi lú-<sup>d</sup>en-líl-[lá agrig <b>dumu é-lú-ti]</b></b>	before Lú- <sup>d</sup> En-líl-[lá-Agrig son of Élúti]
44	<b>igi nu-ra-tum [<b>dumu</b> ]</b>	before Nuratum [son of ]
45	<b>igi ma-an-nu-um-ma-ḥir-šu <b>d[umu]</b> ]</b>	before Manu-aḥir-šu son of
46	<b>igi <sup>d</sup>nuska-ni-šu [<b>dub-sar]</b></b>	before <sup>d</sup> Nuska-nišu [writer]
	lower edge	lower edge
47	<b>igi a-wi-li-ya [<b>bur-gul]</b></b>	before Awiliya [seal-engraver]
48	<b>iti sig<sub>4</sub>-a mu sa-am-su-[i-lu-na <b>lugal]</b></b>	In the month Simānu
	<b>á-kal ḥuš-r[a ]</b>	In the year of king Samsu-iluna (omitted text)
LE	seal	seal
49	<i>ma-an-nu-um-me-šu-li-šur</i>	Mannum-mešu-lišsur
50	<b>dumu a-wi-li-ya</b>	<b>son of Awili-ya</b>

51	<i>mu-na-wi-[ru-um]</i>	Munawirum
Seal	<b>dumu</b> <sup>d</sup> <i>nuska-[á-mah]</i> [ ]	<b>son of</b> Nuska-amah [ ]

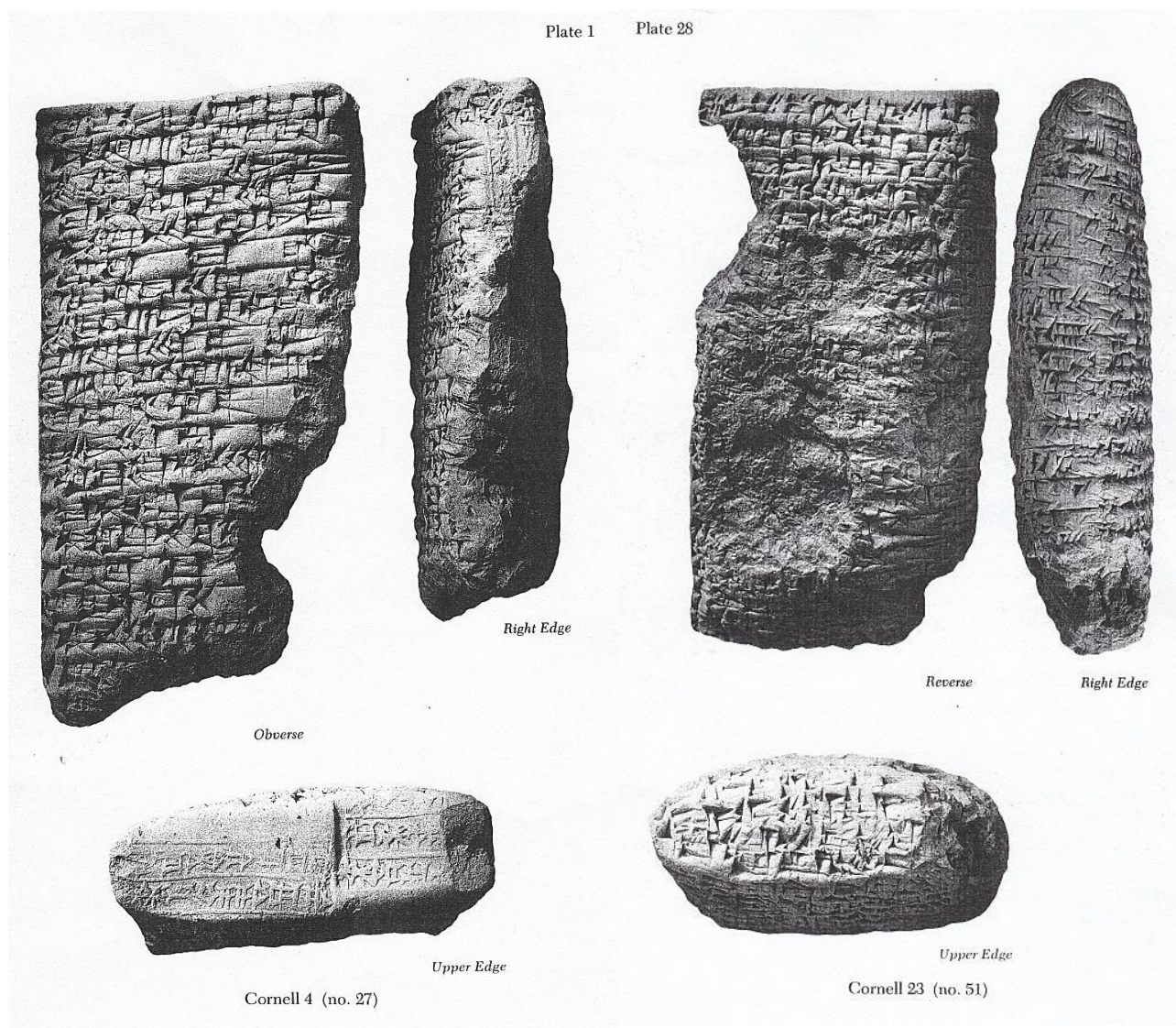
## 10.5 Plates

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[149]





## 10.6 Outline of division of property

Table 18 Division of assets between contractual parties: Munawirum and Mannum-mešu-liššur

Mannum-mešu-liššur (eldest brother)	Munawirum
A 1-gin house property the custodianship of the Gula gate for 2 days annually	X shekels of house plot the custodianship of the Gula gate for 10 days annually
the custodianship of the Egalmah gate for 2 days annually	the custodianship of the Egalmah gate for 10 days annually
the custodianship of the Usgida gate for 2 days annually	the custodianship of the Usgida gate for 10 days annually

<b>Mannum-mešu-liššur (eldest brother)</b>	<b>Munawirum</b>
the custodianship of the great gate of Ninlil gate for 2 days annually	the custodianship of the great gate of Ninlil for 10 days annually
the custodianship of the House of the Craftsmen for 2 days annually	the custodianship of the House of the Craftsmen for 10 days annually
the custodianship of the Ningagia gate for 1 day annually	the custodianship of the Ningagia gate for 5 days annually
the edadi-ship of Enlil and Ninlil for 18 days annually	the custodianship of the Dukug(a) gate for 18 days annually
(the gudu-ship?) of Enlil (and?) the urumaḥ of Utu for 4 days annually	the edadi-ship of Enlil and Ninlil for $\frac{1}{6}$ ? day annually
(and) 1 ceremonial family table (is) the preference portion of the eldest brother	the gudu-ship of Enlil of the urumaḥ of Utu for 18 days annually
X <b>gin</b> of house property next to the house of Imgur-Ninurta	the x-ship for x days annually
the custodianship of the Gula gate for 10 days annually	the x-ship for 10 days annually;
x x (the x) of Lamassatum for $2\frac{1}{2}$ days annually	the x-ship of Lamassatum for $2\frac{1}{2}$ days annually
the custodianship of the great gate of Ninlil for 10 days annually	the x-ship for 21 days annually
the custodianship of the House of the Craftsmen for 10 days annually the custodianship of the Ningagia gate for 5 days annually the custodianship of the Dukug(a) gate for 10 days annually the edadi-ship of Enlil and Ninlil for 1 day annually the custodianship of the Egalmah gate for 10 days annually the custodianship of the Usgida gate for 10 days annually (the x) of Enlil and Ninlil for 21 days annually the gudu-ship of Enlil (and?) the urumaḥ of Utu	

<b>Mannum-mešu-liššur (eldest brother)</b>	<b>Munawirum</b>
for 18 days annually the custodianship of the Niura gate for 12 days annually	

## 10.7 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Two brothers: eldest brother Mannum-mešu-liššur and Munawiru.
E 2	Estate owner	Deceased father: Nuska-amah.
E 3	Estate assets: fully or partially divided	Assets of great value were distributed by agreement, which include various custodianships of gates and temples, 1 ceremonial family table, which is the preference portion of the eldest brother, x <b>gin</b> of house property and X shekels of house plot (Unfortunately, the tablet is badly damaged).
E 4	Mutual Consent	<b>še-ga-ne-ne-ta.</b>
E 5	<i>Raison de'Être</i>	Various custodianships, preference portion, house property and house plot, were divided; by lots between the brothers; together with the term, "they mutually agree to divide by lots" <b>še-ga-ne-ne-ta</b> <sup>giš</sup> <b>sub-ba-[ta in-ba]-eš.</b>

### (b) Natural elements

The natural elements are the choices from law and practice in Old Babylonian Nippur, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
----------	----------------------	-------



Nat 2	Bringing in	None
Nat 3	Division by lots/in good will ( <sup>giš</sup> <b>sub-ba</b> /išqu)	<b>še-ga-ne-ne-ta</b> <sup>giš</sup> <b>sub-ba-[ta in-ba]-eš</b> : line 44 - divided according to their agreement. Researcher's translation is: they mutually agree to the division, by the casting of lots.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is/ straw to gold	None.
Nat 6	No claim	None.
Nat 7	Oath in temple/oath	None.
Nat 8	Preference portion	1 <sup>giš</sup> <b>ba</b> nšur zà-gu-la sīb-ta nam-šeš-gal: line 11: one ceremonial table is the preference portion of the eldest brother.
Nat 9	Equal shares	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Eldest brother Mannum-mešu-liššur and younger brother Munawiru.
I2	Birth Order of brothers (implied/implicit)	Implied by mentioning the [1 <sup>gis</sup> ba]nšur zà-gu-la síb-ta <b>nam-šeš-gal</b> of the portion given to Mannum-mešu-liššur (ceremonial family table of the eldest brother).
I3	Description of assets: thorough description, value	Full description: the different assets consist of custodianship, house property and house plot. Only house property not described – for this, the text only gives the quantity of the house. The house plot is described <i>in situ</i> and given in value. Custodianship is mentioned regarding its type and duration of official occupancy.
I4	Special legal terms/ Symbolism	1 <sup>gis</sup> ba]nšur zà-gu-la síb-ta <b>nam-šeš-gal</b> : line 11: 1 ceremonial table is the preference portion of the eldest brother. <b>ha-la-ba</b> : lines 27 and 42: share of X. <b>ibila</b> <sup>d</sup> nuska-á-maḥ-ke <sub>4</sub> -ne: line 43– heirs/beneficiaries of X . <b>še-ga-ne-ne-ta</b> <sup>gis</sup> sub-ba-[ta in-ba]-eš: line 44 - divided according to their agreement. Division by the casting lots. <b>še-ga-ne-ne-ta</b> : line 44 – they mutually agree.
I5	Oath: king and/or gods	None.
I6	Witnesses' names, rank/family standing	The term <b>igi</b> is used and translates as “before”. Names of witnesses and status of son ( <b>dumu</b> ) of X. The scribe [ <b>dub-sar</b> ] and seal-engraver [ <b>bur-gul</b> ] are also witnesses.
Qualities of Division Text		
I7	Language	Sumerian and some parts Akkadian.
I8	Location	Nippur.
I19	Tablet's condition	Not in good condition – tablet damaged. Large sections of the text are omitted.

I10	Number of copies	One copy. All the contractual parties awarded shares and portions are recorded in one agreement.
I11	Date Formula	This date formula was not translated by Stone & Owen (1991), and some of the text is omitted, because of damaged to the tablet. Translation is: In the month Simānu. In the year of king Samsu-iluna (omitted text). Compare discussions by Cohen (1993:314-315) regarding the month date.
I12	Seals Impressions	Seals not translated by Stone & Owen (1991). Translation is as follows: Mannum-mešu-lišsur son of Awili-ya; Munawirum son of Nuska-amah [ ].
I13	Rhythm sequence Special Style	Essential elements: Nippur seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B). N10 (Samsu-iluna) Natural elements: Nat 3,8,12 Nat 3 Division by lots, Nat 8 preference portion, Nat 12 witnesses.

## APPENDIX C: SIPPAR

The Sippar texts are from the Old Babylonian period, and twenty-six texts (Si 1- Si 27) are outlined in a table format.

The texts were published as follows: S1, S11-13, S15-20, S26 by Schorr (1913) with transcription and translation in German;<sup>26</sup> S2-4, S6-10; S14 by Dekiere (1994a), only the transcription; S5 by Goetze (1957), the transcription and translation in English; S21-24 by Dekiere (1995), regarding only the transcriptions; and S25 by Pinches (1888) regarding its transcription and translation in English.

The dates of the texts are the following:

- One text, text S1: from King Sîn-iddinam's rule
- Four texts, texts S2- S5: from the Larsa Dynasty under the rule of King Apīl-Sîn
- Nine texts, texts S6-S14: were recorded during the reign of King Sîn-muballit
- Six texts, texts S15-S20: from the reign of King Ḫammu-rāpi
- Four texts, texts S22-25: were recorded during the reign of King Samsu-iluna
- Two texts, texts S26-27: were recorded under the reign of King Ammī-šaduqa.

Only the outline of the elements, with some commentaries are given, for in the previous Part B, the texts of Sippar is discussed and compared with other texts from Larsa and Nippur.

<sup>26</sup>

In Sippar's translation-sections due to the allowance of length of these texts - the transcriptions, translations by Schorr, and translations by the researcher - are reflected in three columns in a table format, for ease of the reading and reference thereof. In Larsa's sections regarding Charpin's texts, the length of those texts, unfortunately hampered the style here applied. Cf. Dekiere (1994b) regarding some division texts from the Ḫammu-rāpi period. Only certain division texts were chosen to be included for discussion, which reflect the variety of legal practices in OB Sippar. Those of Dekiere (1994b) are not included due to the allowance of the extent of this thesis.



# 1. (S1) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF IDADUM OF THE DIVISION PORTION OF INBUŠA BETWEEN INBUŠA, AND HIS BROTHERS: ŠAMAŠ-MUŠTÊŠIR AND IBNI-IRRA

## 1.1 Source

Included *infra*, is a division agreement text transcribed and translated in German, by Schorr (1913:197), with the researcher's translation, in English. The agreement is recorded during the reign of Sîn-iddinam.

## 1.2 Background information

The text is a recorded division agreement between Inbuša, regarding his awarded divided assets, and his brothers: Šamaš-muštêšir and Ibni-Irra.

## 1.3 Family members

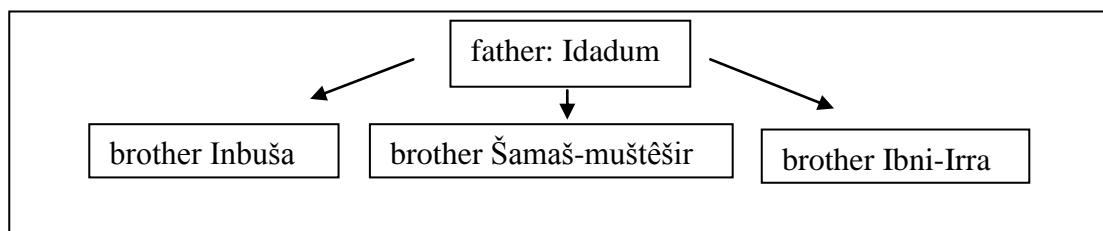


Figure 23 Schematic outline of family: father Idadum and sons Inbuša, Šamaš-muštêšir and Ibni-Irra

## 1.4 Transcription and translation

	Transcription	Schorr's translation	Researcher's translation
1	$\frac{1}{3}$ (?) <b>sar</b> 5 <b>gìn</b> é-dù-a i-na ħu-da-du-um	$\frac{1}{3}$ (?) <b>sar</b> 5 <b>gìn</b> gebautes Haus in	$\frac{1}{3}$ (?) <b>sar</b> 5 <b>gìn</b> built house in Ĥudadum,
2	ita bît bu-ri-ia ù ba-za-a	Ĥudadum, neben	(located) near the house
3	a-na ri-bi-it <sup>dingir</sup> nin-engar <sup>e</sup> -ra uz-zi	dem Hause des Bûrija und Bazâ – nach dem Nin-engara-Platz geht es	of Bûrija and Bazâ - after the Nin- engara square where it goes outside -,
4	1 aplum 1 lîtum zitti		1 ox; 1 cow:

5	1 <i>in-bu-ša</i>	hinaus -, 1 Ochse; 1	this are the inheritance
6	<i>ša-i-da-du-um a-bu-šu</i>	Kuh; (das ist) der	share of Inbusa,
		Erbanteil des Inbuša,	which Idadum, his father,
7	<i>i-zu-zu-šu-um zi-zu ga-am-ru</i>	den Idadum, sein	divide.
		Vater, ihm zuerteilt	They have shared and
		hat.	agreed to the division and
8	<i>li-ba-šu-nu tâb<sup>ab</sup></i>	Sie haben geteilt, sie	the division is finished.
9	<i>[ú]-ul i-tu-ru-ú-ma</i>	sind fertig. Ihr Herz	Their hearts are satisfied.
10	<i><sup>ilu</sup>ša-maš-mu-uš-te-še-ir</i>	ist befriedigt. Indem	Šamaš -mustêšir and Ibni-
11	<i>[ù ib]-ni-<sup>ilu</sup> i[r-ra mârû<sup>meš</sup> i-da-du-um</i>	sie nicht darauf zu-	Irra, the children of
12	<i>a-na in-bu-ša a-ḥi-šu-nu ú-ul i-ra-ga-</i> <i>mu]</i>	rückkommen,	Idadum will not complain
		werden Šamaš-	and come back and not
		muštêšir und Ibni-	sue, against Inbuša, their
		Irra, [die Kinder des	brother.
13	<i>[niš]<sup>ilu</sup>šamaš _ _ _</i>	Idadum, gegen	They have sworn by
14	<i>ma-an-nu-um _ _</i>	Inbuša, ihren Bruder	Šamaš [and _ _ _].
		nicht klagen].	(following the witness-
		Bei Šamaš [und _ _	clause)
15	<i>ì-lí-i-din-nam</i>	_ haben sie	Ìlî-dinam
16	<i>i-bi-<sup>ilu</sup>nu-[muš]-da</i>	geschworen].	Ibi- <sup>ilu</sup> nu[muš]da
17	<i>še-li-bu-[u]m</i>		Še-li-bu[u]m
18	<i>sin-na-ši[r]</i>		Sin-naši[r]
19	<i>sin-ga-mil</i>		Sin-gamil
20	<i>[šin-i-]ki-ša-am ṭupšarrum</i>		[Šin-i]kšam, the scribe.

## 1.5 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E	Family	Brothers: Inbuša, Šamaš-muštêšir and Ibni-Irra. Their father's estate
1	connection	Idadum is divided among themselves.

E 2	Estate owner	Father Idadum.
E 3	Estate assets: fully or partially divided	This is a partially division of the paternal estate, for only the one brother's share, namely Inbuša is divided.
E 4	Mutual Consent	Line 7 : <i>i-zu-zu-šu-um zi-zu ga-am-ru</i> - they have shared, they are finished.
E 5	<i>Raison de'Être</i>	Exchange.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	Line 8: their hearts are satisfied - <i>li-ba-šu-nu řâbab</i> .
Nat 5	Much as there is/ completely divided  <i>ga-am- ru</i> /straw to gold	Line 7: <i>i-zu-zu-šu-um zi-zu ga-am-ru</i> - they have shared, they are finished.
Nat 6	No claim	Lines 9-12 : [ <i>ú</i> ]- <i>ul i-tu-ru-ú-ma iluša-maš-mu-uš-te-še-ir [ù ib]-ni-ilu</i> <i>ì[r-ra mârûmeš i-da-du-um a-na in-bu-ša a-ři-šu-nu ú-ul i-ra-ga-mu]</i>



		- Šamaš -mustêsir and Ibni-Irra, will not complain and come back [and not sue the children of Idadum, against Inbuša, their brother].
Nat 7	Oath in temple/oath	No oath in temple. Oath: line 13- they have sworn by Šamaš [and _].
Nat 8	Preference portion	None.
Nat 9	Equal shares	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Uncertain if the term <b>igi</b> / <i>maḥar</i> is used. The transcription by Schorr (1913:197) did not mention the term.

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Contractual parties names mentioned <i>mârû<sup>mes</sup> i-da-du-um</i> (children of x), <i>in-bu-ša a-ḫi-šu-nu</i> (brothers of x).
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Reference to the immovable property's location and extent: e.g. $\frac{1}{3}$ (?) <b>sar 5 gîn é-dù-a</b> <i>i-na ḫu-da-du-um ita bît bu-ri-ia ù ba-za-a a-na ri-bi-it<sup>dingir</sup> nin-engar<sup>e</sup>-ra uz-zi</i> - $\frac{1}{3}$ (?) <b>sar 5 gîn</b> built house in Ḫudadum, (located) near the house of Bûrija and Bazâ - after the Nin engara square where it goes out. Also, there is reference to movables regarding their type and numbers: e.g. 1 ox; 1 cow.

I4	Special legal terms/ Symbolism	<p>Line 7 : <i>i-zu-zu-šu-um zi-zu ga-am-ru</i> - they have shared, they are finished.</p> <p>Line 8 : <i>li-ba-šu-nu tâb<sup>ab</sup></i> - their hearts are satisfied.</p> <p>Lines 9-12 : <i>[ú]-ul i-tu-ru-ú-ma<sup>ilu</sup> ša-maš-mu-uš-te-še-ir [ù ib]-ni<sup>ilu</sup> ì[r-ra mârû<sup>meš</sup> i-da-du-um a-na in-bu-ša a-ḫi-šu-nu ú-ul i-ra-ga-mu]</i> - Šamaš-mustêsir and Ibni-Irra, will not complain and come back [and not sue the children of Idadum, against Inbuša, their brother].</p>
I5	Oath: king and/or gods	Line 13 : <i>[niš]<sup>ilu</sup> šamaš _ _ _ ma-an-nu-um _ _</i> - they have sworn by Šamaš [and _ _ _].
I6	Witnesses' names, rank/family standing	Lines 14- 20: names of witnesses. Scribe is also a witness.
Qualities of Division Text		
I7	Language	Akkadian and few Sumerian words.
I8	Location	Sippar.
I9	Tablet's condition	Tablet is not in a good condition. Some text omitted in the transcription.
I10	Number of copies	Probably more than one recording for only one brother's share, were recorded in this text, namely that of Inbuša.
I11	Date Formula	No date formula, although Schorr (1913:197) opines that the tablet was recorded during the reign of King Sîn-iddinam.
I12	Seals Impressions	Unnamed.
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)*, Natural elements: Sippar seq Nat 1: 4,5,6,7,12: Nat 4 heart is satisfied, Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

## 2. (S2) DIVISION AGREEMENT OF UNNAMED DECEASED PATERNAL ESTATE BETWEEN BROTHERS REGARDING AḫULAP-<sup>d</sup>UTU'S SHARE.

### 2.1 Source

Museum number BM 79870. Registration number: 89-10-14, 418. The division agreement text is recorded during the reign of king Apīl-Sîn. Dekiere (1994a:103-104) transcribed the text, following with the researcher's translation.

### 2.2 Background information

The text is a recorded division agreement of the deceased parent's estate, between brothers Amar-arīlī and Dingir-šumišarat, regarding the one brother's Aḫulap-<sup>d</sup>Utu, awarded divided asset.

### 2.3 Family members

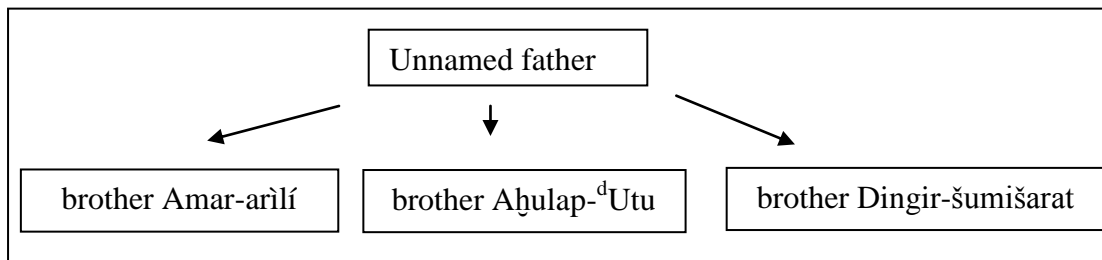


Figure 24 Schematic outline of family: unnamed father and sons Dingir-šumišarat, Amar-arīlī and Aḫulap-<sup>d</sup>Utu

### 2.4 Transcription and translation

Transcription (Dekiere 1994a:103-104) and translation by the researcher.

	Obverse:	
1	<i>ʾa-ḫu-la-ap-<sup>d</sup>utu</i>	Aḫulap- <sup>d</sup> utu
2	<i>ki a-ḫi-šu i-zu-uz-zu</i>	agreed with his brothers to the division
3	<i>é a-ḫu-la-ap-<sup>d</sup>utu</i>	regarding the house of Aḫulap- <sup>d</sup> utu
4	<b>sag-bi</b> <i>ri-bi-tam ig-mu-ur</i>	at its first end of the house of Ribitam-igmur
5	<i>ú-ul i-ta-ar-ma</i>	Amar-arīlī and Dingir-šumišarat will

6	<i>a-mar-ar-<sup>l</sup>l<sup>l</sup> ù dingir-šu-mi-šar-ra/-at</i>	not complain and come back.
7	<i>iš-tu p<sup>l</sup>í<sup>l</sup> e<sup>l</sup> a-di guškin</i>	From straw to gold
8	<i>zi-zu a-na a-ḥu-la-&lt;ap&gt; -<sup>d</sup>utu ú-ul i-ra-ga/-mu</i>	they agree to the division and at no future time one brother shall make a claim against another.
9	<b>mu</b> <sup>d</sup> utu ù <sup>d</sup> a-a	The have sworn to <sup>d</sup> Utu, Amartu and
10	<b>mu</b> <sup>d</sup> AMAR-UTU ù a-pīl- <sup>d</sup> EN-ZU	Apīl-Sîn.
11	<b>in-pàd-dè-eš</b> Lo.E uninscribed Reverse	(Following the witnesses-clause)
12	<b>igi</b> ip-qú-ša <b>dumu</b> a-pa-ṭà-bu-um	before Ipquša son of Apàbum
13	<b>igi</b> en-ne-nu-um <b>dumu</b> pù-zur <sub>8</sub> - <sup>d</sup> nin-kar-ra-ak	before Enenum son of Pùzur- <sup>d</sup> Ninkar-rak
14	<b>igi</b> i-din- <sup>d</sup> mar-tu <b>dumu</b> im-lik- <sup>d</sup> EN-ZU	before Idin <sup>d</sup> Martu son of Imlik- <sup>d</sup> Sîn
15	<b>igi</b> ša- <sup>d</sup> mar-tu <b>dumu</b> a-bi-e-ra-aḥ	before Ša- <sup>d</sup> Martu son of Abieraḥ
16	<b>igi</b> nu-ra-tum <b>dumu</b> ḥa-li-ia	before Nuratum son of Ḥalia
17	<b>igi</b> ia-ku-bu-um <b>dumu</b> i-zi-a-šar	before Ia-ku-bum son of Iziašar
18	<b>igi</b> * i x x-šu <b>dumu</b> AN-KI-i *	before *I x x-šu son of AN-KI-i*
19	<b>igi</b> ṭà-ab-šíl-lu-um	before Ṭàb-šílum
20	<b>igi</b> <b>dumu</b> mu-na-wi-ru-um	before son of Munawirum
21	<b>igi</b> <sup>d</sup> EN-ZU-qar-ra-ad	before <sup>d</sup> Sîn-qarad
22	<b>igi</b> ra-bi-iš da-ia-ni U.E	before Rabiš da-ini U.E
23	<b>igi</b> a-da-la-lu	before Adalalu
24	<b>dumu</b> e-te-ia L Edge	son of Eteia L Edge
25	<b>igi</b> <sup>d</sup> EN-ZU-na-šir <b>dumu</b> e-te-ia	before <sup>d</sup> Sîna-šir son of Eteia.

## 2.5 Elements of the family deceased division agreement

### (a) *Essential elements*

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Brothers Dingir-šumišarat, Amar-arilí and Aḫulap- <sup>d</sup> Utu.
E 2	Estate owner	Unnamed father.
E 3	Estate assets: fully or partially divided	Only a house, although the statement “from straw to gold”, gives the assumption that the entire estate is divided: from the smallest significant items to the most expensive items.
E 4	Mutual Consent	Line 2: <i>i-zu-uz-zu</i> - they have divided (agree to the division).
E 5	<i>Raison de'Être</i>	Exchange.

### (b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties, in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	None.

N 5	Much as there is much as there is/ completely divided /from straw to gold	Line 7: <i>iš-tu pí-[e] a-di guškin</i> - from straw to gold they have divided.
Nat 6	No claim	Line 5: <i>ú-ul i-ta-ar-ma</i> - they will not complain and come back. Line 8: <i>zi-zu a-na a-ḫu-la-&lt;ap&gt; -<sup>d</sup>utu ú-ul i-ra-ga/-mu</i> - they agree to the division and at no future time, one brother shall make a claim against another.
Nat 7	Oath in temple/oath	No oath in temple. Oath: lines Lines 9-11: <b>mu</b> <sup>d</sup> <i>utu</i> <i>ù da-a</i> <b>mu</b> <sup>d</sup> AMAR-UTU <i>ù a-pīl-<sup>d</sup>EN-ZU in-pàd-dè-eš</i> - the spirit of <sup>d</sup> Utu, Amartu and Apīl-Sîn they have invoked. (or they have sworn to <sup>d</sup> Utu, Amartu and Apīl-Sîn).
Nat 8	Preference portion	None.
N9	Shares: equal	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present, with term <b>igi</b> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	One brother, Aḫulap- <sup>d</sup> utu's name is mentioned. His divided awarded asset is reflected in the text. Reference in context of the text is made to the other two brothers, Dingir-šumišarat and Amar-arīlī.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Only one type of property is described, namely a house and its location. Lines 3-4: <i>é a-ḫu-la-ap-<sup>d</sup>utu sag-bi ri-bi-tam ig-mu-ur</i> - regarding the house of Aḫulap- <sup>d</sup> utu, at its first end of the house of Ribitam-igmur.
I4	Special legal terms/Symbolism	Line 2: <i>i-zu-uš-zu</i> - they have divided. Line 5: <i>ú-ul i-ta-ar-ma</i> - they will not complain and come back. Line 7: <i>iš-tu pí-<sup>f</sup>e<sup>l</sup> a-di guškin</i> - from straw to gold they have divided. Line 8: <i>zi-zu a-na a-ḫu-la-&lt;ap&gt;-<sup>d</sup>utu ú-ul i-ra-ga/-mu</i> - they agree to the division, and at no future time shall one brother make a claim against another.
I5	Oath: king and/or gods	Lines 9-11: <b>mu<sup>d</sup>utu ù<sup>d</sup>a-a mu<sup>d</sup>AMAR-UTU ù a-píl-<sup>d</sup>EN-ZU in-pàd-dè-eš</b> - the spirit of <sup>d</sup> Utu, Amartu and Apīl-Sîn they have invoked (or they have sworn to <sup>d</sup> Utu, Amartu and Apīl-Sîn).
I6	Witnesses' names, rank/family standing	Lines 12-25. Mentions <b>igi</b> , names of witnesses and status, e.g. son ( <b>dumu</b> ) of X.
Qualities of Division Text		
I7	Language	Akkadian and few Sumerian words.
I8	Location	Sippar.
I9	Tablet's condition	Fairly good.
I10	Number of copies	The recorded text dealt only with the one brother's awarded divided asset regarding a house. There could be other recorded agreements reflecting the other two brothers' awarded assets.

I11	Date Formula	No date formula present, although the contractual parties sworn to their king Apīl-Sîn.
I12	Seals Impressions	Unknown.
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)*, Regarding the Natural elements: Sippar seq Nat2: 5,6,7,12: (Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses).



3. (S3) DIVISION AGREEMENT OF PATERNAL AND MATERNAL DECEASED ESTATE OF IPTUR-SÎN AND AWIL-DINGIR BETWEEN THE BROTHERS <sup>d</sup>SÎN-Í-DIN-NAM, <sup>id</sup>AMAR-UTU-MUBALIṬ, SISTER ŠA-AT-DA *NADĪTUM* OF ŠAMAŠ REGARDING HER AWARDED DIVIDED SHARE.

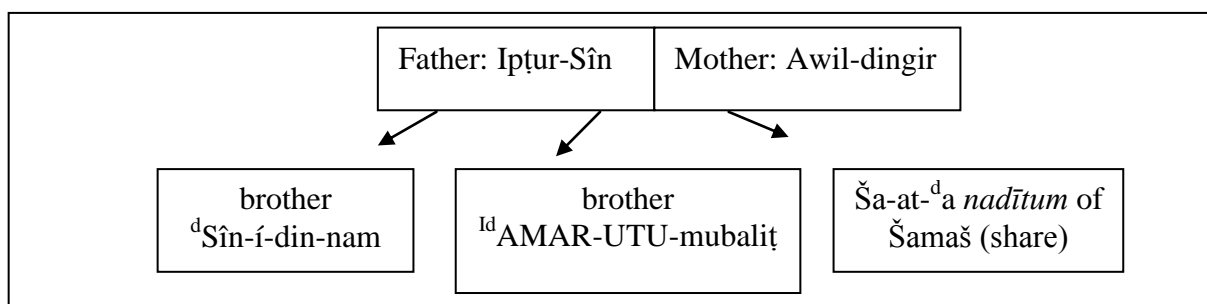
### 3.1 Source

Sippar text from Dekiere (1994a:108-110), old Babylonian real estate number 66, museum number BM 82425/A and registration number Bu 91-5-9, 2471/1 (Tablet/Case). Dekiere (1994a:108) considers the text a division of real estate, and the tablet is recorded during the reign of King Apīl-Sîn. No plate was published. The researcher translates the transcription.

### 3.2 Background information

The text is a recorded division agreement of the estates of Iptur-Sîn and Awil-dingir, between the brothers <sup>d</sup>Sîn-í-din-nam and <sup>id</sup>AMAR-UTU-mubaliṬ, and their sister Ša-at-<sup>d</sup>a, a *nadītum* of Šamaš regarding her awarded divided share.

### 3.3 Family members



**Figure 25** Schematic outline of family: father Iptur-Sîn and mother Awil-dingir, their sons <sup>d</sup>Sîn-í-din-nam, <sup>id</sup>AMAR-UTU-mubaliṬ and daughter Ša-at-<sup>d</sup>a *nadītum* of Šamaš

### 3.4 Transcription and translation

Tablet (BM 82425)

Obv.		
1	2 <sup>1</sup> / <sub>3</sub> sar 5 gín é-dù-a	2 <sup>1</sup> / <sub>3</sub> sar 5 gín built house
2	da é nu-úr- <sup>d</sup> utu dumu sipa-IŠ	(located) next to the house of Núr- <sup>d</sup> Utu
3	ù da é ip-ṭur- <sup>d</sup> EN-ZU	son of Sipa-iš
4	dumu <sup>d</sup> EN- <sup>r</sup> ZU-ib-ni IŠ	and (located) next to the house of Ip-ṭur- <sup>d</sup> Sîn
5	1 <sup>1</sup> / <sub>2</sub> sar é-ki-ud	son <sup>d</sup> Sîn-ibni-iš,
6	da é nu-úr- <sup>d</sup> utu iš	1 <sup>1</sup> / <sub>2</sub> sar innermost room platform
7	ù da é mu-ṣí-im	(located) next to house of Núr- <sup>d</sup> Utu-iš,
8	ša <sup>d</sup> EN-ZU-ib-ni IŠ	and (located) next to the house of Muṣí-
9	1 <sup>1</sup> / <sub>2</sub> sar «1/2 <sup>o</sup> gín» é-ki-ud <sup>o</sup> erased	im of <sup>d</sup> Sîn-ibniš,
10	sign	1 <sup>1</sup> / <sub>2</sub> sar innermost room platform
11	da é ip-ṭur- <sup>d</sup> EN-ZU	next to the house of Ip-ṭur- <sup>d</sup> Sîn
12	dumu sin-ib-ni	son of Sin-ibni,
	ù da é-ki-ud ša nu-úr- <sup>d</sup> utu	and (located) next to the innermost room
13		platform of Nu-úr- <sup>d</sup> Utu,
14	1 <sup>5</sup> / <sub>6</sub> sar é-ki-ud	1 <sup>5</sup> / <sub>6</sub> sar innermost room platform,
15	da é na-wi-rum-ì-lí-MA <sup>?</sup>	(located) next to the house of Nawirumilí
	ù da é dumu-me i-ku-pi <sub>4</sub> -ša	and (located) next to the house of the son
16		Iku-pi <sub>4</sub> -ša,
17	*nigin <sup>?</sup> * 2 <sup>1</sup> / <sub>3</sub> sar 5 gín é-dù-a- <sup>r</sup> a <sup>r</sup>	*total <sup>?</sup> * 2 <sup>1</sup> / <sub>3</sub> sar 5 gín built house
	*nigin <sup>?</sup> * 4 <sup>5</sup> / <sub>6</sub> sar «[x] <sup>o</sup> gín» é-ki-[ud] <sup>o</sup>	*total <sup>?</sup> * 4 <sup>5</sup> / <sub>6</sub> sar ...gín innermost room
Lo.E.	erased sign	platform,
18		Total? 7 sar ...
19	šu-nigin 7 sar «é <sup>o</sup> x <sup>o</sup> » <sup>o</sup> erased sign	15 gín built house ...
20	<sup>r</sup> x <sup>o</sup> 15 gín é-dù-a <sup>o</sup> erased sign	and innermost room platform:
21	ù é-ki-ud	all of the
22	mi-im-ma an-ni-im	inheritance share of Ša-at- <sup>d</sup> a nadītum of
23	ha-la ša-at- <sup>d</sup> a-a lukur <sup>d</sup> utu <sup>r</sup>	Šamaš, daughter of Awil-dingir.
24	dumu-munus a-wi-il-dingir	<sup>Id</sup> AMAR-UTU-mubaliṭ

25	<sup>ld</sup> AMAR-UTU-mu-ba-li- <sup>ṛ</sup> iṭ <sup>ṛ</sup>	and <sup>d</sup> Sîn-í-din-nam
26	<sup>l</sup> «ù <sup>o</sup> » <sup>d</sup> EN-ZU-í-din-nam	sons of Iptur-sin ...
27	<b>dumu-me</b> ip-ṭut-sin <sup>o</sup> erased sign ù ša-at- <sup>d</sup> a-a <b>dumu-munus</b> a-wi-il-	and Ša-at- <sup>d</sup> a-a daughter of Awil-dingir.
28	dingir	From straw to gold,
29	iš-tu pí-e a-di guškin	they agree to the division, the division is
30	zi-zu ga-am-ru ma-la-ma- <sup>ṛ</sup> šú-ú <sup>ṛ</sup>	finished,
31	zi-ta-šu-nu ga-me-ir-tam	and their hearts are satisfied,
32	il-te-qú-ú li-ba-šu-nu ṭú-ub	brother against brother will not raise a
33	<b>ud-kúr-šè</b> a-ḫu-um a-na a-ḫi-im a-na a-šà é ù <sup>giš</sup> kiri <sub>6</sub> x-ip-tu*	claim against another
34		regarding the field, house and garden.
35	ù-ul e-ra-ga-mu <b>mu</b> <sup>d</sup> utu <sup>d</sup> AMAR/-UTU ù a-pil-sin it-mu-ú	They will not come back (with a claim) and they have sworn by Šamaš, Amartu and Apīl-Sîn.
36		before Li-pí-it Iš <sub>8</sub> -tár
37	<b>igi</b> li-pí-it iš <sub>8</sub> -tár	before Ša-mu-uḫ- <sup>d</sup> Sîn
38	<b>igi</b> ša-mu-uḫ- <sup>d</sup> EN-ZU	before <sup>d</sup> Nin-šubur-ba-ni
39	<b>igi</b> <sup>d</sup> nin-šubur-ba-ni	before <sup>d</sup> Iškur-ri-me-ni
40	<b>igi</b> <sup>d</sup> iškur-ri-me-ni	before <sup>d</sup> Utu-di-kud
U.E.	<b>igi</b> <sup>d</sup> utu-di-kud	
41		son of <sup>d</sup> Utu-na-šir
42	<b>dumu</b> <sup>d</sup> utu-na-šir	before Be-li-sú-nu daughter of Ur- <sup>d</sup> da-mu
43	<b>igi</b> be-li-sú-nu <b>dumu.munus</b> ur- <sup>d</sup> da-mu	before Awil-dingir son of <sup>d</sup> Utu-pi <sub>4</sub> -dingir
L.Edge	<b>igi</b> a-wi-il-dingir <b>dumu</b> <sup>d</sup> utu-pi <sub>4</sub> -dingir	
44		before <sup>d</sup> Aši-ti the priestess before Ubar- <sup>d</sup> Nin-urta the scribe
45	<b>igi</b> <sup>d</sup> a-a-ši-ti sal PAL <b>lukur-ḫi-a</b> <b>igi</b> u- bar- <sup>d</sup> nin-urta/ <b>dub-sar</b>	before Damiqtum the daughter of <sup>d</sup> Utu- taba-šu
46	<b>igi</b> da-mi-iq-tum <b>dumu-munus</b> <sup>d</sup> utu- tab-ba-šu	‘before’ Iatarum son of E- <sup>ṛ</sup> ma <sup>ṛ</sup> -an- <sup>d</sup> Sîn
47	<sup>ṛ</sup> igi <sup>ṛ</sup> ia-ta-ru-um <b>dumu</b> e- <sup>ṛ</sup> ma <sup>ṛ</sup> -an- <sup>d</sup> EN- ZU <b>igi</b> i-din-sin	Before I-din-sin
	<b>igi</b> la-ma-sí <b>dumu-munus</b> ì-lí-ma-en- nam	before Lamasí daughter of Ìlíma-enam

Obv.		
1	<b>dub</b> 2 $\frac{1}{3}$ <b>sar</b> 5 <b>gín</b> <b>é-[dù]-<sup>ˈ</sup>a<sup>ˈ</sup></b>	Tablet: 2 $\frac{1}{3}$ <b>sar</b> 5 <b>gín</b> built
2	<b>da</b> <b>é</b> <i>nu-úr-<sup>d</sup>utu</i> [ <b>dumu</b> ] <sup>ˈ</sup> <i>ri-i<sup>ˈ</sup>-im</i> IŠ	house (located) next to the
3	ù <b>da</b> <sup>ˈ</sup> <b>é</b> <i>ip-ṭur-<sup>d</sup>EN<sup>ˈ</sup>-ZU</i> IŠ	house of Núr- <sup>d</sup> Utu son of Sipā-
4	1 $\frac{1}{2}$ <b>sar</b> <b>é-ki-ud</b> <b>da</b> <b>é</b> <i>nu-úr-<sup>d</sup>utu</i> IŠ	iš and next to the house of Ip- ṭur- <sup>d</sup> Sîn
5	ù <b>da</b> <i>mu-ṣí-im</i> ša <sup>d</sup> EN-ZU- <i>ib-ni</i>	1 $\frac{1}{2}$ <b>sar</b> innermost room platform (located) next to house
6	1 $\frac{1}{2}$ <b>sar</b> <b>é-ki-ud</b> <b>da</b> <i>ip-ṭur-<sup>d</sup>EN-ZU</i>	of Núr- <sup>d</sup> utu-iš and (located)
7	ù <b>da</b> <b>é-ki-ud</b> ša <i>nu-<sup>ˈ</sup>úr-<sup>d</sup>utu</i> <b>dumu</b> * <sup>ˈ</sup> x <sup>ˈ</sup> [...]*	next to the house of Muṣí-im of <sup>d</sup> Sîn-ibniš
8	1 $\frac{5}{6}$ <b>sar</b> <b>é-ki-ud</b> <b>da</b> <b>é</b> <i>na-wi-rum-<sup>ˈ</sup>un<sup>ˈ</sup>-[i-lí]</i>	1 $\frac{1}{2}$ <b>sar</b> innermost room platform (located) next to the
9	ù <b>da</b> <b>é-an-na-na-da</b> <b>dumu-me</b> <i>i-[ku-pi<sub>4</sub>-ša]</i>	house of Ip-ṭur- <sup>d</sup> Sîn son of Sin- ibni
10	<sup>ˈ</sup> š <u>u</u> -nigin <sup>ˈ</sup> [7] <sup>ˈ</sup> sar <sup>ˈ</sup> 15 <b>gín</b> <b>é-dù-a<sup>ˈ</sup>ù<sup>ˈ</sup>[é-ki-ud]</b>	and (located) next to the innermost room platform of Nu- úr- <sup>d</sup> utu
11	<i>mi-[im-ma]</i> <sup>ˈ</sup> an <sup>ˈ</sup> -ni-im <i>zi-<sup>ˈ</sup>ti</i> ša <sup>ˈ</sup> -[at- <sup>d</sup> a-a <b>lukur</b> <sup>d</sup> utu]	1 $\frac{5}{6}$ <b>sar</b> innermost room platform (located) next to the
12	<b>dumu</b> [ <b>munus</b> <i>a-wi</i> ]- <sup>ˈ</sup> il <sup>ˈ</sup> -dingir <sup>ˈ</sup> <b>dumu</b> <i>ip- ṭur<sup>ˈ</sup>-[<sup>d</sup>EN.ZU]</i>	house of Nawirum-ílí and (located) next to the house of the son Iku-pi <sub>4</sub> -ša
13	<sup>ˈ</sup> AMAR <sup>ˈ</sup> -UTU- <i>mu-ba-li-iṭ</i> <sup>ˈ</sup> EN <sup>ˈ</sup> -ZU- <sup>ˈ</sup> i-din- nam <sup>ˈ</sup>	*total? * 7 <b>sar</b> 15 <b>gín</b> built house and innermost room platform:
14	<b>dumu-<sup>ˈ</sup>me<sup>ˈ</sup></b> <sup>ˈ</sup> ip <sup>ˈ</sup> -ṭur- <sup>d</sup> EN-ZU ù <i>ša-at-<sup>d</sup>a-a</i>	is all the inheritance share of Ša-at- <sup>d</sup> a <i>nadītum</i> of Šamaš, daughter of Awil-dingir and child of Ip-ṭur <sup>ˈ</sup> - Sîn <sup>ˈ</sup> AMAR-UTU-mubaliṭ and <sup>d</sup> Sîn-í-din-nam.

	<b>lukur/<sup>d</sup>utu</b>	children of Iptur-Sîn and Ša-at-
15	<b>dumu-[munus]</b> <i>ʿa-wi-il-ʿdingir iš-tu pí-e</i>	<sup>d</sup> a daughter of Awil-dingir
16	<i>a-ʿdi ʿguškin ʿzi-zu ʿga-ʿ[am-ru] ʿi-ʿzu-uz-zu-ú</i>	from straw to gold they have
17	<i>iš-tu pí-e a-di ʿguškin ʿ[zi-zu ga-am-ru]</i>	agree to the division, the division is finished from straw to gold their hearts are satisfied
Lo.E.		From straw up to gold the division is finished and they agree to the division
18	<i>ma-la ma-šú-ú] ʿzi-ʿta-šu-nu</i>	They agree to all of the division
19	<i>ʿga-me-ʿ[er]-tam il-te- ʿqú-ú ʿ[li-ba]-ʿšu-ʿnu tú - ʿub ʿ</i> <i>ʿud-ʿ[<b>kúr-šè</b> a-ḫu-um a-na a-ḫi-im]</i>	with their hearts. brother against brother will not raise a claim against one another
Rev	Broken seal + inscription	
1	<b>igi</b> <i>li-pí-it iš<sub>8</sub>-tár</i> <b>igi</b> <i>ša-mu-uḫ-<sup>d</sup>EN-ZU</i>	Before Li-pí-it iš <sub>8</sub> -tár before Ša- mu-uḫ- <sup>d</sup> Sîn
2	<b>igi</b> <sup>d</sup> <i>nin-šubur-ba-ni</i> PA <b>lukur-ḫi-a</b>  1 inscribed + 1 inscribed seal	Before <sup>d</sup> Nin-šubur-ba-ni priestess 1 inscribed + 1 inscribed seal
3	<b>igi</b> <sup>d</sup> <i>iškur-ri-me-ni</i> <b>rá-gab</b>	Before <sup>d</sup> Iškur-rimeni (the courier ?)
4	<b>igi</b> <sup>d</sup> <i>utu-di-kud</i> <b>dumu</b> <sup>d</sup> <i>utu-na-šir</i>	Before <sup>d</sup> Utu-dikud son of <sup>d</sup> Utu- na-šir
5	<b>igi</b> <i>a-wi-il-dingir</i> <b>dumu</b> <sup>d</sup> <i>utu-pi<sub>4</sub>-dingir</i>	Before Awil-dingir son of <sup>d</sup> Utu- pi <sub>4</sub> -dingir
6	<b>igi</b> <i>ia-ta-ru-um</i> <b>dumu</b> <i>e-ma-an-<sup>d</sup>EN-ZU</i>	Before Iatar-um son of Eman- <sup>d</sup> Sîn
7	<b>igi</b> <i>i-din-sin</i> <sup>d</sup> EN-ZU <b>igi</b> <i>u-bar-<sup>d</sup>nin-urta</i> / <b>dub-sar</b>	Before Idi- <sup>d</sup> Sîn before Ubar- <sup>d</sup> nin-urta the scribe
8	<b>igi</b> <sup>d</sup> <i>a-a-ši-ti</i> sal PAL <b>lukur-ḫi-a</b>	Before <sup>d</sup> Ašiti priestess
9	<b>igi</b> <i>da-mi-iq-tum</i> <b>dumu-munus</b> <sup>d</sup> <i>utu-tab-ba-šu</i>	Before Damiqtum daughter of

10	<b>igi</b> <i>la-ma-sí</i> <b>dumu-munus an-ni-ba-ab</b> <x>	<sup>d</sup> Utu-tab-ba-šu Before Lamasí daughter of Annibab <x>
11	<b>igi</b> <i>i-da-du-um ì-du<sub>8</sub></i>	Before Idadum ì-du <sub>8</sub>
U.E.	seal + inscription	seal + inscription
L.Edge	[...]-iq-ti <sup>?</sup> <i>igi be-li-sú-nu</i>	[...]-iq-ti <sup>?</sup> Before Belisú-u
1''	seal + inscription	seal + inscription

### 3.5 Elements of the family deceased division agreement

#### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Brothers and sister: the brothers <sup>d</sup> Sîn-í-din-nam and <sup>ld</sup> AMAR-UTU-mubaliṭ, and sister, Ša-at- <sup>d</sup> a, <i>nadītum</i> of Šamaš.
E 2	Estate owner	Mother: Awil-dingir Father: Iṭtur-Sîn.
E 3	Estate assets: fully or partially divided	House, field and garden – estate seems only partially divided, for only the sister's awarded divided share, is recorded in division agreement.
E 4	Mutual Consent	Both tablets: <i>zi-zu ṛga ṛ[am-ru] ṛi ṛ-zu-uz-zu-ú</i> – they agree to the division, and the division is finished.
E 5	<i>Raison de'Être</i>	The following clause is present: exchange – sister received some immovable property, such as built houses and innermost platform rooms.

#### (b) Natural elements

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties, in a division agreement.

Nat 1	adoption/ support	None.
Nat 2	bringing in	None.
Nat 3	division by lots/in good will ( <sup>giš</sup> sub-ba /išqu)	None.
Nat 4	heart is satisfied	<p><u>Tablet (BM 82425)</u> Line 31 <i>il-te-qú-ú li-ba-šu-nu tú-ub</i> - and their hearts are satisfied.</p> <p><u>Case (BM 82425 A)</u> Lines 16-19: <i>a-di' 'guškin' zi-zu 'ga'-[am-ru] 'i'-zu-uz-zu-ú iš-tu pí-e a-di 'guškin' [zi-zu ga-am-ru ma-la ma-šú-ú] 'zi'-ta-šu-nu ga-me'-[er]-tam il-te- 'qú-ú' [li-ba]-'šu'-nu tú -'ub' 'ud'-[kúr-še a-ḫu-um a-na a-ḫi-im]</i> - from straw to gold, the division is finished, brother against brother will not raise a claim against one another and their hearts are satisfied.</p>
Nat 5	much as there is much as there is/ completely divided <i>ga-am-ru</i> /straw to gold	<p><u>Tablet (BM 82425)</u> Lines 29-30 <i>zi-zu ga-am-ru ma-la-ma-šú-ú' zi-ta-šu-nu ga-me-ir-tam</i> - they have divided, the division is finished.</p> <p><u>Case (BM 82425 A)</u> Lines 16-19: <i>a-di' 'guškin' zi-zu 'ga'-[am-ru] 'i'-zu-uz-zu-ú iš-tu pí-e a-di 'guškin' [zi-zu ga-am-ru ma-la ma-šú-ú] 'zi'-ta-šu-nu ga-me'-[er]-tam il-te- 'qú-ú' [li-ba]-'šu'-nu tú -'ub' 'ud'-[kúr-še a-ḫu-um a-na a-ḫi-im]</i> - from straw to gold, the division is finished, brother against brother will not raise a claim against one another and their heart is satisfied.</p> <p>From straw to gold:</p> <p><u>Tablet (BM 82425)</u> Line 28 <i>iš-tu pí-e a-di guškin</i> - from straw to gold.</p> <p><u>Case (BM 82425 A)</u> Lines 16-19: <i>a-di' 'guškin' zi-zu 'ga'-[am-ru] 'i'-zu-uz-zu-ú iš-tu pí-e a-di 'guškin' [zi-zu ga-am-ru ma-la ma-šú-ú] 'zi'-ta-šu-nu ga-me'-[er]-tam il-te- 'qú-ú' [li-ba]-'šu'-nu tú -'ub' 'ud'-[kúr-še a-ḫu-um a-na a-ḫi-im]</i> - from straw to gold, the</p>

		division is finished, brother against brother will not raise a claim against another and their heart is satisfied.
Nat 6	No claim	<p><u>Tablet (BM 82425) Line 32</u> <b>ud-kúr-šè</b> <i>a-ḫu-um a-na a-ḫi-im</i> - brother against brother will not raise a claim against another.</p> <p><u>Case (BM 82425 A) Lines 16-19:</u> a-<sup>ˈ</sup>di<sup>ˈ</sup> <sup>ˈ</sup>guškin<sup>ˈ</sup> zi-zu <sup>ˈ</sup>ga<sup>ˈ</sup>-[am-ru] <sup>ˈ</sup>i<sup>ˈ</sup>-zu-uz-zu-ú iš-tu pí-e a-di<sup>ˈ</sup> <sup>ˈ</sup>guškin<sup>ˈ</sup> [zi-zu ga-am-ru ma-la ma-šú-ú] <sup>ˈ</sup>zi<sup>ˈ</sup>-ta-šu-nu ga-me<sup>ˈ</sup>-[er]-tam il-te- <sup>ˈ</sup>qú-ú<sup>ˈ</sup> [li-ba]-<sup>ˈ</sup>šu<sup>ˈ</sup>-nu tú<sup>ˈ</sup> -<sup>ˈ</sup>ub<sup>ˈ</sup> <sup>ˈ</sup>ud<sup>ˈ</sup>-[kúr-šè] <i>¬a-ḫu-um a-na a-ḫi-im</i>] - from straw to gold, the division is finished, brother against brother will not raise a claim against another and their hearts are satisfied.</p>
Nat 7	Oath in temple/oath	Tablet broken.
Nat 8	preference portion	None.
Nat 9	Shares: equal	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> . Men and two women are witnesses.

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties	Brother <sup>d</sup> Sîn-í-din-nam, brother <sup>ld</sup> AMAR-UTU-mubaliṭ; and sister Ša-at- <sup>d</sup> a, <i>nadītum</i> of Šamaš. Included in text their status relation with their parents. The daughter with her mother; and the sons with their



		father.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Description of unit, extent of unit and boundaries of unit, position on, or in relating to the unit, e.g.: 1 1/2 <b>sar</b> innermost room platform next to house of Núr- <sup>d</sup> utu-iš and next to the house of Mušī-im of <sup>d</sup> Sîn-ibniš.
I4	Special legal terms/ Symbolism	<b>ḥa-la ša-at-<sup>d</sup>a-a lukur<sup>d</sup>utu<sup>r</sup></b> - inheritance share of Ša-at- <sup>d</sup> a <i>nadītum</i> of Šamaš. <i>iš-tu pí-e a-di guškin</i> - from straw to gold <i>zi-zu ʿgaʿ-[am-ru] ʿiʿ-zu-uz-zu-ú</i> – they agree to the division and the division is finished.
I5	Oath: king and/or gods	Text broken
I6	Witnesses' names, rank/family standing	Names of witnesses and status, e.g. son ( <b>dumu</b> ) of and daughter of X. Scribe is a witness. Men and two women are witnesses. Priestess ( <b>lukur-ḫi-a</b> ) as profession mentioned in text.
Qualities of Division Text		
I7	Language	Akkadian with a few words of Sumerian.
I8	Location	Sippar.
I9	Tablet's condition	Not good condition.
I10	Number of copies	The recorded text dealt only with the one brother's awarded divided asset, regarding a house. There must be other recorded agreements reflecting the other two brothers' awarded assets.
I11	Date Formula	No date clause, although Dekiere (1994a:108) opines that the tablet was recorded during the reign of Apīl-Sîn.
I12	Seals Impressions	Present.

I13	Rhythm sequence Special Style	<p>Essential elements: Sippar seq E.3: Estate owner: deceased father (DF) &amp; deceased mother (DM), contractual party: sister/s (S) &amp; brother/s (B) S3 Apil-Šin.</p> <p>Natural elements: Sippar seq Nat1: 4,5,6,7,12</p> <p>Nat 4 heart is satisfied, Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.</p>
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#### 4. (S4) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE BETWEEN NEPHEWS <sup>d</sup>ŠEŠKI-MANSUM AND ILLI-SUKKAL

##### 4.1 Source

Sippar text transcribed by Dekiere (1994a:173-174), classified as an old Babylonian text: number 110, museum number BM 92540. Registration number Bu 88-5-12,205. Dekiere (1994a:173) refers to the text as a “division of real estate”. The agreement was recorded during the reign of King Apīl-Sîn.

##### 4.2 Background information

The text is a recorded division agreement between <sup>d</sup>Šeški-mansum and Illi-sukkal. Their family relationship, regarding one another, is not evident from the text. It is included as a family deceased division agreement, for the inheritance share term **ḫa-la**, meaning inheritance share (family inheritance), is given which shows that this is a division of an inheritance. The contractual parties are not brothers, however they are possible in a family relationship due to the division of the inheritance property; as evidence from the term also used, namely “inheritance share”.

##### 4.3 Family members involved

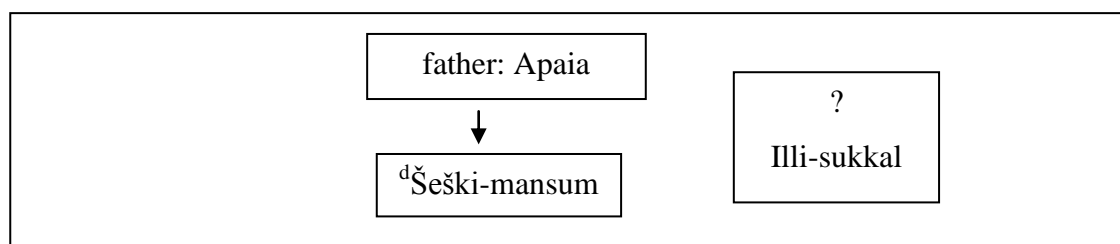


Figure 26 Schematic outline of family: father: Apaia and son <sup>d</sup>Šeški-mansum and unknown relationship Illisukkal

##### 4.4 Transcription and translation

Transcription by Dekiere (1994a:173-174) and translation by the researcher.

Obv.		
1	<sup>ˈ</sup> 0.1.0 <sup>ˈ</sup> ? <b>iku a-ša</b> <i>i-na</i> x-[...]	1 <b>iku</b> field near x-[...]
2	<i>ša šu-ku-sa-tum</i>	by Šašukusatum
3	<i>i-ta ba-la-li<sup>ki</sup></i>	Next to Balali <sup>ki</sup>
4	<i>ù i-ta a.ša ì-lí-sukkal</i>	And next to field of Ìlí-sukkal
5	<b>ha-la</b> <sup>d</sup> ŠEŠ.KI- <i>ma.an.[sum]</i>	Inheritance share of <sup>d</sup> Šeški-mansum
6	<b>dumu</b> <i>a-pa-ia</i>	son of Apaia
7	<i>ša ki ì-lí-sukkal <b>dumu</b> ʔà-ab-šilli-<sup>d</sup>utu</i>	with Illi-sukkal (civil servant) son of Tabsilli-utu
8	<i>i-zu-zu zi-<sup>ˈ</sup>zu<sup>ˈ</sup></i>	They agree to the division
9	<i>ga-am-ru</i>	The division is finished
10	<b>mu</b> <sup>d</sup> utu <sup>d</sup> a-a <sup>d</sup> rAMAR.UTU <sup>ˈ</sup>	They sworn by Amartu, Apīl-Sîn and Sippar
11	<sup>l</sup> a-pil-sin ù <sup>uru</sup> <b>ud-kib-nun</b> <sup>ˈ</sup> ki <sup>ˈ</sup>	
12	<i>it-mu-ú</i>	
Lo.E.		
13	[...] * <sup>ˈ</sup> x x x x <sup>ˈ</sup> *	
14	[...] <i>sin</i> ?	
15	[...]- <i>na-AN</i> ù <i>nam</i> [...]	
Rev.		
16	<b>dumu-me</b> KA- <sup>d</sup> rŠEŠ-KI <sup>ˈ</sup>	Children of KA- <sup>d</sup> rŠEŠ-KI <sup>ˈ</sup> (following the witnesses-clause)
17	<b>igi</b> <i>sú-ka-li-ia</i>	before Súkalia
18	<b>igi</b> <i>šu-ḫu-um</i>	before Šu-ḫum
19	<b>dumu-me</b> <i>ka-ad-ru-<sup>ˈ</sup>um<sup>ˈ</sup></i>	child of Kad-ru <sup>ˈ</sup> um <sup>ˈ</sup>
20	<b>igi</b> <i>i-di-ia</i> -[...]	before Idia-[...]
21	<b>igi</b> <i>sin-e-<sup>ˈ</sup>ri<sup>ˈ</sup></i> -[...]	before Sin-e <sup>ˈ</sup> ri <sup>ˈ</sup> -[...]
22	<b>igi</b> <i>e-ri</i> -[...]	before E-ri-[...]
23	<b>dumu-me</b> [...]	child of
24	<b>igi</b> <i>ib-ni</i> -[...]	before Ib-ni-[...]
25	<b>igi</b> <i>a-<sup>ˈ</sup>ḫu<sup>ˈ</sup></i> -[...]	before A- <sup>ˈ</sup> ḫu <sup>ˈ</sup> -[...]
26	<b>igi</b> <i>lú-<sup>d</sup>r</i> x <sup>ˈ</sup> [...]	before Lú- <sup>d</sup> r x <sup>ˈ</sup> [...]
27	<b>dumu</b> <i>dingir-šu- *-</i> [...]	son of Dingir-šu- *- [ ... ]
U.E.		

28	[ <b>mu</b> ] ʾa ʾ-pil-[sin...] rest lost	Date (?)...Apīl-Sîn...
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#### 4.5 Elements of the family deceased division agreement

##### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Unnamed, agreement between <sup>d</sup> Šeškimansum and Illisukkal. Their family relationship regarding one another is not evident from the text.
E 2	Estate owner	Unnamed.
E 3	Estate assets: fully or partially divided	Only a field.
E 4	Mutual Consent	Line 8: <i>i-zu-zu zi-ʾzu</i> - they agree to the division. Line 9: <i>ga-am-ru</i> - the division is finished.
E 5	<i>Raison de'Être</i>	Exchange.

##### (b) Natural elements

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties, in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.

Nat 4	Heart is satisfied	None.
Nat 5	Much as there is much as there is/ completely divided	Line 9: <i>ga-am-ru</i> the division is finished.
Nat 6	No claim	None.
Nat 7	Oath in temple/oath	No oath in temple. Oath: lines 10-12 - they sworn by Amartu, Apīl-Sîn and Sippar.
Nat 8	Preference portion	None.
Nat 9	Shares: equal	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses are present with term: <b>igi</b> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual	Contractual parties name and son of x.

I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Description, position on or in relating to the unit: 0.1.0 <b>iku</b> field next to X <sup>i</sup> , and next to field X.
I4	Special legal terms/ Symbolism	Line 5: <b>ḥa-la</b> <sup>d</sup> ŠEŠ-KI- <i>ma-an-[sum]</i> - inheritance share of <sup>d</sup> Šeškimansum. Line 8: <i>i-zu-zu zi- 'zu '</i> - they agree to the division. Line 9: <i>ga-am-ru</i> - the division is finished.
I5	Oath: king and/or gods	Lines 10-12: they sworn by Amartu, Apīl-Sîn and Sippar.
I6	Witnesses' names, rank/family standing	Witnessses. Names and status of x (damaged text).
Qualities of Division Text		
I7	Language	Akkadian and few Sumerian words.
I8	Location	Sippar (oath).
I9	Tablet's condition	Not good.
I10	Number of copies	The recorded text dealt only with the one brother's awarded divided asset regarding a house. There must be other recorded agreements reflecting the other contractual party's awarded asset/s.
I11	Date Formula	Present, although damaged text. From the damaged text it is ascertain that the text was a recorded during the reign Apīl-Sîn.
I12	Seals Impressions	Damaged tablet.
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.4: Complex family relationships – combination of 1-3. S4 Apīl-Sîn(DF:N?), Natural elements: Sippar seq Nat3compl: Nat 5, Nat 7, Nat 12. Nat 5 completely divided, Nat 7 oath, Nat 12 witnesses.

## 5. (S5) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF LAMASSUYA BETWEEN BROTHERS AWIL-ADAD, ADAYATUM, AND IDDIN-ADAD REGARDING SHARE OF IDDIN-ADAD AND AN ASSET OF A *KULMAŠĪTUM* PRIESTESS/ SISTER

### 5.1 Source

This text is from the Catholic University of America in Washington DC, which was previously in the possession of the late Professor H Hyvernât. It is categorised as text CUA 22. It is named “division of an estate” under the heading “contracts” (Goetze 1957:15-160). Goetze (1957) transcribed and translated the text. The text is recorded during the reign of King Apīl-Sîn.

### 5.2 Introduction

The text is a recorded division agreement of the paternal deceased estate of Lamassuya, between brothers Iddin-Adad (bare-dominium owner), Awil-Adad, Adayatum and unnamed sister who is a *kulmašītum*, a well known type priestess. It contains the division of deceased estate property of one sibling’s agreed awarded inheritance share, namely Iddin-Adad.

### 5.3 Family members

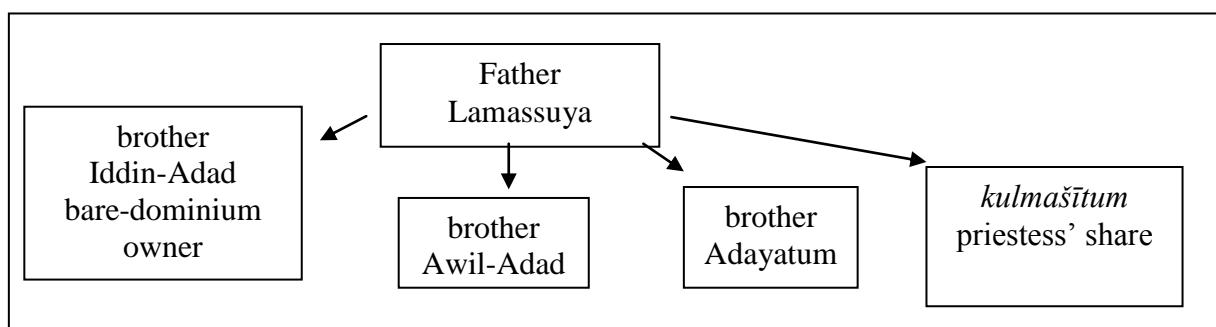


Figure 27 Schematic outline of family: father Lamassuya and sons Iddin-Adad (bare-dominium owner), Awil-Adad, Adayatum and unnamed daughter, a *kulmašītum* priestess



## 5.4 Transcription and translation

Obv		
1	$\frac{2}{3}$ sar 8 $\frac{1}{3}$ gín bītam x x x zi-ti a-ḥa-ti-šu-nu kulmašītum	$\frac{2}{3}$ sar 8 $\frac{1}{3}$ gín ...house, share of their sister, the <i>kulmašītum</i> ,
2	ita bīt A-da-ia-tum	beside the house of Adayatum
3	ù ita bīt E-te-li-ia	and beside the house of Etelliya
4	zitti I-din- <sup>d</sup> Adad	(is) the (inheritance) share of Iddin-Adad.
5	iš-tu pé a-di ḥurāšim	From the chaff (straw) to the gold
6	zi-zu gam-ru li-ba-šu-nu ṭà-ab	they have divided, they have gone through with it, their heart is satisfied.
7	ú-ul i-tu-ru-ú-ma	(they will not come back – not translated)
8	<sup>1</sup> A-wi-il- <sup>d</sup> Adad	and (that) Awil-Adad
9	ù A-da-ia-tum mārū Lam-mas-su-ia	and Adayatum, the sons of Lamassuya,
10	a-na I-din- <sup>d</sup> Adad a-ḥi-šu-nu	will not raise claims
11	ú-ul i-ra-ga-mu	against, Iddin-Adad, their brother,
12	nīš <sup>d</sup> Šamaš <sup>d</sup> Marduk ù A-pil-Sin itmū	by Šamaš, Marduk and Apīl-Sîn they sworn
13	[ <sup>1</sup> A-wi-il- <sup>d</sup> ]Adad ù A-da-ya-tum	Awil-Adad and Adayatum
14	[...] x [ ]	[...]...[...]
Rev	Gap	(small gap)
5	[maḥar...mār] Warad- <sup>d</sup> Šamaš	[before ..., son of] Warad- Šamaš
6	maḥar Warad [- <sup>d</sup> .... mār] x x –AN	before Warad[-..., son of] ...,
7	maḥar I-túr-Sin mār Na-wi-ru-um-ì-lí	before Itur-Sin, son of Nawirum-ili,
8	maḥar A-di-du-um mār A-ḥu-mi-šu	before Adidum, son of Aḥum(m)išu,
9	maḥar <sup>d</sup> Šamaš-[... mā]r U-bar- <sup>d</sup> Šamaš	before Šamaš-[...,son] Ubar-Šamaš,
10	maḥar Šil-l[í-... mār] E-ri-ib-Sin	before Šill[i-..., son of] Erib-Sin,
11	maḥar NI[-...].mār U-bar- <sup>d</sup> Šamaš	before...[...]., son of Ubar-Šamaš,
12	maḥar A-da-[ia-tu]m mār Ṭà-bi-ia	before Ada[iatu]m, son of Ṭàbiya,
13	maḥar E-ri-ba-am mār Ì-lí-a-pí-li	before Eribam, son of Ili-apili.

## 5.5 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Brothers and sister agree to the division regarding one asset from their father's estate, which was rewarded to the sister as a possible usufruct. (Note lines 1 & 2).
E 2	Deceased Estate owner:	Unnamed sister who was a <i>kulmašītum</i> , a well known type priestess regarding her share from her father's estate.
E 3	Estate assets: fully or partially divided	Only the share of the sister to her brother Iddin-Adad, regarding a certain house (with measurements and position next to neighbours with names).
E 4	Mutual Consent	Lines 6-7: <i>zi-zu gam-ru li-ba-šu-nu ṭà-ab ú-ul i-tu-ru-ú-ma</i> - they have divided, they have gone through with it, their heart is satisfied.
E 6	<i>Raison de Être</i>	Exchange – the sister receives the house as a usufruct and the one brother as per agreement becomes the bare dominium owner.

### (b) Natural elements

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties, in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	Lines 6-7: <i>zi-zu gam-ru li-ba-šu-nu ṭà-ab ú-ul i-tu-ru-ú-ma</i> - they have divided, they have gone through with it, their hearts are satisfied.

Nat 5	Much as there is much as there is/ completely divided <i>ga-am- ru</i> /straw to gold	Lines 6-7: <i>zi-zu gam-ru li-ba-šu-nu ʔà-ab ú-ul i-tu-ru-ú-ma</i> - they have divided, they have gone through with it, their hearts are satisfied.  Lines 5: <i>iš-tu pé a-di ʔurāšim</i> - from the straw to the gold.
Nat 6	No claim	Line 7: <i>ú-ul i-tu-ru-ú-ma</i> - no one will come back.
Nat 7	Oath in temple/oath	No oath in temple. Oath: lines 12-14: by Šamaš, Marduk and Apīl-Sîn they sworn Awil-Adad and Adayatum.
Nat 8	Preference portion	None.
Nat 9	Shares equal	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	Sister receives the house as a usufruct and the one brother becomes bare dominium owner.
Nat 12	Witnesses	Witnesses present with term: <i>maḥar</i> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties,	Name of contractual parties mentioned. Text mentioned names of brothers and their father's name, but not their sister's name. Brothers Iddin-Adad (bare-dominium owner), Awil-Adad, Adayatum and unnamed sister who is a <i>kulmašītum</i> , a well known type priestess.

I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Description of unit and position of unit: Line 1: $\frac{2}{3}$ <b>sar</b> 8 $\frac{1}{3}$ <b>gín</b> <i>bītam</i> x x x - $\frac{2}{3}$ <b>sar</b> 8 $\frac{1}{3}$ <b>gín</b> ...house, Lines 2-4 : <i>ita bīt A-da-ia-tum ù ita bīt E-te-li-ia</i> -beside the house of Adayatum and beside the house of Etelliya.
I4	Special legal terms/ Symbolism	Line 1: <i>zi-ti a-ḥa-ti-šu-nu kulmašītum</i> - share of their sister, the <i>kulmašītum</i> . Line 4: <i>zitti I-din-<sup>d</sup>Adad</i> - (is) the share of Iddin-Adad. Line 5: <i>iš-tu pé a-di ḥurāšim</i> - from the chaff to the gold. Lines 6-7: <i>zi-zu gam-ru li-ba-šu-nu ṭà-ab ú-ul i-tu-ru-ú-ma</i> - they have divided, they have gone through with it, and their hearts are satisfied. Lines 8-10: <i><sup>1</sup>A-wi-il-<sup>d</sup>Adad ù A-da-ia-tum mārū Lam-mas-su-ia a-na I-din-<sup>d</sup>Adad a-ḥi-šu-nu ú-ul i-ra-ga-mu:</i> and ( <i>that</i> ) Awil-Adad and Adayatum, the sons of Lamassuya, will not raise claims against, Iddin-Adad, their brother.
I5	Oath: king and/or gods	Lines 12-14: by Šamaš, Marduk and Apīl-Sîn, they sworn: Awil-Adad and Adayatum.
I6	Witnesses' names, rank/family standing	Lines Rev 5-13: <i>maḥar</i> (before). X son of Y
Qualities of Division Text		
I7	Language	Akkadian and few Sumerian words.
I8	Location	Sippar.
I9	Tablet's condition	Plate: long, narrow tablet. Damaged parts.
I10	Number of copies	Only this one preserved copy, however the division agreement dealt with the one sibling's divided property; thus there must be more than one copy.
I11	Date	None, although the text is damaged. The contractual parties sworn to

	Formula	their King Apīl-Sîn.
I12	Seals Impressions	Present
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.2 Estate owner: deceased father (DF), contractual party: sister/s (S) & brother/s (B)*S5 Apīl-Sîn Natural elements: Sippar seq Nat1: 4,5,6,7,12: Nat 4 heart is satisfied, Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

## 6. (S6) DIVISION AGREEMENT OF MATERNAL DECEASED ESTATE OF RÎBAM-ILÎ BETWEEN SISTERS ERIŠTUM (ḲADIŠTIM PRIESTESS) AND AMAT-ŠAMAŠ (ŠAMAŠ PRIESTESS)

### 6.1 Source

Sippar text from Schorr (1913:252-253) number 182. The text is transcribed and translated by Schorr (1913:252-253) in German, with the researcher's translation in English. The text is recorded during the reign of King Sîn-muballit.

### 6.2 Background information

The text is a recorded division agreement of the maternal estate of Rîbam-ilî between the sisters Erištum, a *ḳadištim* priestess, and Amat-Šamaš, a Šamaš priestess during the reign of King Sîn-muballit.

### 6.3 Family members

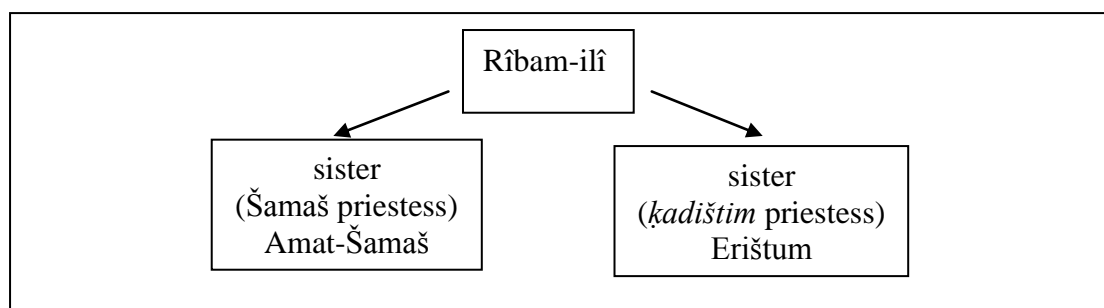


Figure 28 Schematic outline of family: mother Rîbam-ilî and daughters Erištum, a *ḳadištim* priestess and Amat-Šamaš, a Šamaš priestess

## 6.4 Transcription and translation

	Transcription	Schorr's translation	Researcher's translation
1	1 sar é-dù-a	Ein Sar bebautes	1 sar farmed house
2	ita bît be-la-ḫum	Hausgrundstück, neben dem	property, near the house of
3	ù i-ta awîl- <sup>ilu</sup> nannar	Hause des Bêlaḫum und	Bêlaḫum, around and near
4	zitti e-ri-iš-tum ḫadištim	neben Awîl-Nannar, ist der	the house of Awîl-Nannar,
5	mârat ri-ba-am-î-lí	Anteil der Erištum, der	is the inheritance share of
6	ša itti amat- <sup>ilu</sup> šamaš sal-me <sup>ilu</sup> šamaš	Hierodule, der Tochter des	Erištum, the ḫadištim
7	nin-a-ni i-zu-zu	Rîbam-ilî, welchen sie (bei	priestess, daughter of
8	zi-za ga-am-ra iš-tu bi-e	der Teilung) mit Amat-	Rîbam-ilî which she
9	a-di ḫurâšim a-ḫa-tum	Šamaš, ihrer Schwester, als	receives by division
10	a-na a-ḫa-tum ú-ul i-ra-ga-am	Anteil erhalten hat. Sie	agreement with Amat-
11	a-pil-ta-ša amat- <sup>ilu</sup> šamaš	haben geteilt, sind fertig.	Šamaš, her sister.
12	nin-ni	Vom Stroh bis zum Golde	The ladies agree to the
13	niš <sup>ilu</sup> šamaš <sup>ilu</sup> marduk sin- mu-ba-lí-iṭ	wird die eine gegen die	division, the division is
14	ù <sup>alu</sup> sippar <sup>ki</sup>	andere nicht klagen. Ihre	finished. From the straw up
15	maḫar mu-na-wi-rum mâr	Erbtochter ist Amat-Šamaš,	to gold, no one will
16	sin-i-din-nam	ihre Schwester. Bei Šamaš,	complain against another.
17	maḫar sin-i-ḫi-ša-am mâr	Marduk, Amat-Šamaš und	Her hereditary daughter is
18	ki-ni-iš-zu(?) -ma	der Stadt Sippar (haben sie	Amat-Šamaš, her sister.
19	ù-na-ra-tum	geschworen)	They have sworn by Šamaš,
20	maḫar <sup>ilu</sup> šamaš-šulûlî <sup>lí</sup> mâr		Marduk, (king) Sîn-muballit
21	nu-ri-ia		and the city Sippar.
			(Following the witnesses- clause. Translation is as follows: )
			before Munawirum son of Sin-idinam
			before Sin-iḫišam son of Kiniš-zu(?)ma
			Ûna-ratum
			before <sup>ilu</sup> Šamaš-šulûlî <sup>lí</sup> son of Nu-ri-ia

18	<i>maḥar a-bu-nu-um mâr bur- ilu ada</i>		before Abu-num son of Bur- iluAda
19	<i>maḥar ir-pa-tum mâr ib-ni- ilu sak-kut</i>		before Ir-patum son of Ib- ni-iluSakut
20	<i>maḥar a-bi-ia-tum mâr nu- úr-ê-a</i>		before Abia-tum son of Nu- úrêa
21	<i>maḥar i-ka-tum mâr na-ḥi- mi-im</i>		before Ikatum son of Na-ḥi- mim
22	<i>maḥar e-ri-ba-am mâr sin- ḥat-ti</i>		before Eri-bam son of Sin- ḥati
23	<i>maḥar warad-ì-lí-šu mâr ilu-še-me</i>		before Warad-ilíšu son of Ilu-šeme
24	<i>maḥar ilušamaš-ka-ši-id mâr sin-be-el-ì-lí</i>		before iluŠamaš-kašid son of Sin-belilí
25	<i>maḥar tab-gi-ri- ilušamaš mâr ìr-ra-ba-ni</i>		before Tabgiri-iluŠamaš son of Ìra-bani
26	<i>maḥar ibḫu-iluaja mâr e-ri- ib-sin</i>		before Ibḫu-iluAja son of Erib-sin
27	<i>maḥar sin-ia-tum rabiš daianim</i>		before Siniatum rabiš daianim
28	<i>maḥar ì-lí-ma-lik-ki mâr sin-ella(t)-zu</i>		before Ìlí-maliki son of Sin- ella(t)zu
29	<i>maḥar ilunannar-lù-til Bá- Ša-iluNin-Tu</i>		before iluNannar-lù-til Bá- Ša-iluNin-Tu
30	<i>maḥar be-la-ḫum mâr sa- na-tum(?)</i>		before Be-laḫum son of Sa- natum(?)
31	<i>maḥar warad-sin mâr ê-a- mu-da-mi-iḫ</i>		before Warad-sin son of Ê- amu-damiḫ



## 6.5 Elements of the family deceased division agreement

### (a) *Essential elements*

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	The sisters Erištum, <i>ḫadištum</i> priestess sister, and Amat-Šamaš, a Šamaš priestess.
E 2	Estate owner	Deceased mother Rîbam-ilî's estate.
E 3	Estate assets: fully or partially divided	Only 1 <b>sar</b> farmed house. However the terms were used from straw up to gold; and either this was the only asset awarded to the one sister, or that this was the essential important awarded asset of the estate.
E 4	Mutual Consent	Lines 7-8: <b>nin-a-ni</b> <i>i-zu-zu zi-za ga-am-ra</i> - the ladies agree to the division, the division is finished.
E 5	<i>Raison de Être</i>	Exchange and inheritance clause regarding only one of the two sister's awarded estate assets.

### (b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Sippar between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	None.

Nat 5	Much as there is much as there is/ completely divided (Si) <i>ga-am- ru</i> /straw to gold	Lines 7-8: <b>nin-a-ni</b> <i>i-zu-zu zi-za ga-am-ra</i> - the ladies agree to the division, the division is finished. Line 9: <i>iš-tu bi-e a-di ḫurâšim</i> - from the straw up to the gold.
Nat 6	No claim	Line 10: <i>a-na a-ḫa-tum ú-ul i-ra-ga-am</i> - will not complain one against other.
Nat 7	Oath in temple/oath	No oath in temple. Oath: only in the oath it can be gathered it is from city Sippar. Lines 12-13: <i>niš ilušamaš ilumarduk sin-mu-ba-lí-iṭ ù alusipparki</i> – they have sworn by Šamaš, Marduk, (king) Sîn-muballit and the city Sippar.
Nat 8	Preference portion	None.
Nat 9	Shares: equal	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	Inheritance clause, wherein the one sister who receives a certain property, made the division subject to the right of inheritance at the time of her death, to the other contractual party and sister. Line 11: <i>a-pil-ta-ša amat-ilu-šamaš</i> <b>nin-a-ni</b> - her hereditary daughter is Amat-Šamaš, her sister.
Nat 12	Witnesses	Witnesses are present with term: <i>maḫar</i> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties	Erištum – sister and hierodule ( <i>ḫadištim</i> ) and Amat-Šamaš – sister and priestess.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Description in <i>situ</i> - near the house of Bêlaḫum around and near Awîl-Nannar.
I4	Special legal terms	<p>Line 4: <i>zitti</i> – inheritance share</p> <p>Lines 7-8 <b>nin-a-ni</b> <i>i-zu-zu zi-za ga-am-ra</i> - the ladies agree to the division, the division is finished.</p> <p>Line 9: <i>a-di ḫurâšim a-ḫa-tum</i> – From the straw up to the gold.</p> <p>Line 10: <i>a-na a-ḫa-tum ú-ul i-ra-ga-am</i> - will not complain one against other.</p> <p>Line 11: <i>a-pil-ta-ša amat-<sup>ilu</sup>-šamaš <b>nin-a-ni</b></i> - her hereditary daughter is Amat-Šamaš, her sister.</p>
I5	Oath: king and/or gods	Only in the oath can it be gathered that it originated from the city Sippar. Lines 12-13: <i>niš <sup>ilu</sup>šamaš <sup>ilu</sup>marduk sin-mu-ba-lí-iṭ ù <sup>alu</sup>sippar<sup>ki</sup></i> – they have sworn by Šamaš, Marduk, (king) Sîn-muballit and the city Sippar.
I6	Witnesses' names, rank/family standing	Eighteen witnesses are recorded, mentioning names and status, e.g. name, son ( <i>mâr</i> ) of X.
Qualities of Division Text		

I7	Language	Akkadian and few Sumerian words.
I8	Location	Sippar, see oath.
I9	Tablet's condition	In good condition. No plate available. No omitted text.
I10	Number of copies	Probably more than one recording for one sister, who receives a certain property, made the division subject to the right of inheritance at the time of her death, to the other contractual party and sister.
I11	Date Formula	None. The contractual parties sworn by oath to their King Sîn-muballit
I12	Seals Impressions	Not mentioned by publisher of tablet.
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.4: Complex family relationships – combination of 1-3. S6 Sîn-muballit (DM:PS) Natural elements: Sippar seq Nat2: 5,6,7,12: Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

## 7. (S7) DIVISION AGREEMENT OF THE PARENTAL DECEASED ESTATE OF RIBAMÌLÍ BETWEEN SISTERS ERIŠTUM, *QADIŠTU* PRIESTESS AND APÍLTASÀ.

### 7.1 Source

Sippar text number 110 from Dekiere (1994a:173-175) number 110,173-175. Museum number BM 92658/A, “division of a house”. The text is recorded during the reign of Sîn-muballit.

### 7.2 Background information

The text is a recorded division agreement of the parental estate of Rîbam-ilî between Erištum, *qadištu* priestess, and sister Apíltasà.

### 7.3 Family members

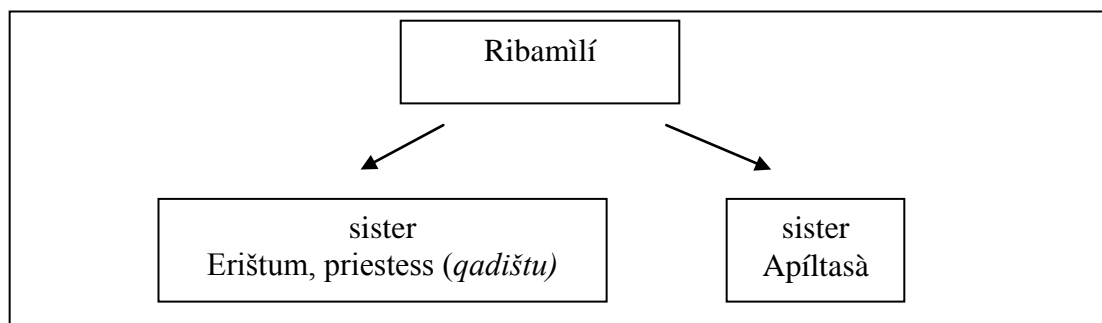


Figure 29 Schematic outline of family: mother Rîbam-ilî and daughters Erištum, *qadištu* priestess and sister Apíltasà

## 7.4 Transcription & Translation

Transcription Dekiere (1994a:173-175) and translation by the researcher.

Case (BM 92658 A = Case of CT 6 42b)

Obv.		
1	<b>dub 1 sar é-dù-a</b>	Tablet 1 <b>sar</b> built-house
2	<b>da é</b> <i>be-la-kum</i>	next to the house of Belakum
3	<i>ù da é lú-</i> <sup>d</sup> ŠEŠ-KI	and next to the house of Lúšeški (?)
4	<i>ša ki géme-</i> <sup>d</sup> utu lukur <sup>d</sup> utu nin-a-ni	Female worker of <sup>d</sup> Utu given to the
5	<i><sup>l</sup>e-ri-iš-tum nu-gig</i>	priestess sister,
6	<b>dumu-munus</b> <i>ri-ba-am-ì-lí</i>	Erištum the priestess ( <i>qadištu</i> )
7	<i>i-zu-zu zi-za ga-am-ra</i>	The daughter of Ribamílí
8	<i>iš-tu pí-e a-di guškin</i>	agree to the division, the division is
9	<i>a-ḫa-tum a-na a-ḫa-tim</i>	finished
10	<i>ú-ul i-ra-ga-am</i>	From straw to gold
11	<i>a-píl-lu-sà a-šar e-li-šu</i>	Sister to sister will not come back
12	<i>ṭà-bu i-na-ad-di-in</i>	They will not raise a word
13	<b>mu</b> <sup>d</sup> utu <sup>d</sup> AMAR-UTU <sup>d</sup> EN-ZU- <i>mu-ba-lí-iṭ</i>	Sworn to Utu, King Sîn-muballit
14	<i>ṽ</i> <sup>ur</sup> <b>ud-kib-nun</b> <sup>ki</sup>	and Sippar
15	<i>it-ma-a</i>	
		(Following witnesses-clause)
16	<b>igi</b> mu-na-wi-rum <b>dumu</b> <sup>d</sup> EN-ZU-i-din-nam	before Mu-na-wi-rum dumu <sup>d</sup> Sîn-i-
17	<b>igi</b> <sup>d</sup> EN-ZU-i- <i>qí-ša-am</i> <i>ù nu-ra-tum</i>	before <sup>d</sup> Sîn-i-qí-ša-am and Nu-ra-
	seals + kišibs	tum
		Seal impressions
Lo.E.		
Rev.		
18	<b>dumu-me</b> <i>ki-ni-iš-*</i> <i>zu</i> <sup>*</sup> <i>-ma</i>	child of Ki-niš-zu-ma
19	<b>igi</b> <sup>d</sup> utu-an-dul <sub>7</sub> -lí <b>dumu</b> <i>nu-ri-</i> <sup>ria</sup>	before <sup>d</sup> Utu-an-dul <sub>7</sub> -lí son of Nu-ri-
20	<b>igi</b> <i>a-bu-nu-um</i> <b>dumu</b> <i>bur-</i> <sup>d</sup> <i>iškur</i>	before A-bu-num son of Bur- <sup>d</sup> Iškur
21	<b>igi</b> <i>tap-pa-tum</i> <b>dumu</b> <i>ib-ni-</i> <sup>d</sup> <i>sag</i> <sup>ʾ</sup> - <b>kud</b>	before Tap-pa-tum son of Ib-ni-
		<sup>d</sup> sag <sup>ʾ</sup> -kud

22	<b>igi</b> tab-gi-ri- <sup>d</sup> utu <b>dumu</b> ìr-ra-ba-ni	before Tab-giri- <sup>d</sup> Utu son of Ìra-ba-ni
23	<b>igi</b> ʿxʿ [...] NI šu ʿ <b>dumu</b> ʿeʿ-ri-ib-sin	before ʿxʿ [...] NI šu ʿ son of ʿ Erib-sin
24	<b>igi</b> i-[ka-tum <b>dumu</b> na-ḫi]-mi-im	before I-[ka-tum son of Na-ḫi]-mim
25	<b>igi</b> e-ʿriʿ-ʿba-am <b>dumu</b> <sup>d</sup> ENʿ-ʿZUʿ-ḫat-ti	before E-riʿ-ʿbam son of <sup>d</sup> Sîn-ḫati
26	<b>igi</b> a-bi-ia-[tum <b>dumu</b> nu]-ʿúrʿ-é-a	before A-bia-[tum son of Nu]-ʿúrʿ-é-a
27	<b>igi</b> i-pí-iq- <sup>ad</sup> a-aʿ <b>dumu</b> e-ri-ib-sin	before I-pí-iq- <sup>d</sup> A-aʿ son of Erib-sin
28	<b>igi</b> <sup>d</sup> utu-ka-ši-id <b>dumu</b> sin-be-el-ì-lí	before <sup>d</sup> Utu-ka-šid son of Sin-bel-ì-lí
29	<b>igi</b> ìr- <sup>d</sup> EN-ZU <b>dumu</b> é-a-mu-da-mi-ʿiqʿ	before Ìr- <sup>d</sup> Sîn son of Éa-mu-dami-ʿiqʿ
30	<b>igi</b> be-la-kum <b>dumu</b> sà-na-tum	before Be-lakum son of Sà-na-tum
31	<b>igi</b> <sup>d</sup> EN-ZU-ia-tum <i>maškim</i> <b>di-kud-meš</b>	before <sup>d</sup> Sîn-ia-tum, law commissioner
32	<b>igi</b> ì-lí-ma-lik-ki <b>dumu</b> sin-tillat-ʿšuʿ	before Ì-lí-ma-lik son of Sin-tillat-ʿšuʿ
33	<b>igi</b> <sup>d</sup> ŠEŠ-KI-lú-til	before <sup>d</sup> ŠEŠ-KI-lú-til
34	<b>dumu</b> pù-zur <sup>g</sup> - <sup>d</sup> nin-tu-ra	son of Pù-zur <sup>g</sup> - <sup>d</sup> nin-tu-ra
35	<b>igi</b> lú- <sup>d</sup> nin-šubur-ka <b>dub-sar</b>	before Lú- <sup>d</sup> nin-šubur-ka, the scribe
U.E.	seals + kišibs	seals
L.Edge	seals + kišibs	seals
R.Edge	seals + kišibs	seals

Tablet (BM 92658) = CT 6 42b and translation by the researcher.

Obv.		
1	1 <b>sar</b> é-dù-a	1 <b>sar</b> built-house
2	<b>da</b> é be-la-kum	Next to the house of Belakum
3	ù i-ta lú- <sup>d</sup> ŠEŠ-KI	And house of Lušeški:
4	<b>ḫa-la</b> e-ri-iš-tum <b>nu-gig</b>	are the inheritance share of Erištum, the priestess ( <i>qadištu</i> )
5	<b>dumu-munus</b> ri-ba-am-ì-lí	the daughter of Ribamili

6	<i>ša ki géme-<sup>d</sup>utu lukur<sup>l</sup> <sup>d</sup>utu</i>	the female worker of <sup>d</sup> Utu to the priestess
7	<b>nin-a-ni</b> <i>i-<sub>zu</sub>-zu</i>	the sisters agreed to the division
8	<i>zi-za ga-am-ra iš-tu pí-e</i>	The division is finished and their hearts are satisfied
9	<i>a-di guškin a-ḥa-tum</i>	From straw to gold
10	<i>a-na a-ḥa-tim ú-ul i-ra-ga-am</i>	They will not come back
11	<i>a-píl-ta-sà géme <sup>d</sup>utu nin-ni</i>	Female worker of <sup>d</sup> Utu to the sister Apíltasà
12	<b>mu</b> <sup>d</sup> utu <sup>d</sup> AMAR-UTU <i>sin-mu-ba-lí-iṭ</i>	Sworn by <sup>d</sup> Utu, Sîn-muballiṭ and
13	<b>ù<sup>r</sup> uru<sup>u</sup>ud-kib-nun<sup>ki</sup></b>	Sippar
Lo.E.	Uninscribed	
Rev.		
14	<b>igi</b> <i>mu-na-wi-rum</i> <b>dumu</b> <i>sin-i-din-nam</i>	before Mu-na-wi-rum son of Sin-i-din-nam
15	<b>igi</b> <i>sin-i-qí-ša-am</i> <b>dumu</b> <i>ki-ni-iš-<sub>zu</sub>-ma</i>	before Sin-i-qí-šam son of Ki-niš-zuma
16	<i>ú nu-ra-tum</i>	ú nu-ra-tum
17	<b>igi</b> <sup>d</sup> utu-an-dul <sub>7</sub> -lí <b>dumu</b> <i>nu-ri-ia</i>	before <sup>d</sup> Utu-an-dul <sub>7</sub> -lí son of Nuria
18	<b>igi</b> <i>a-bu-nu-um</i> <b>dumu</b> <i>bur-<sup>d</sup>iškur</i>	before Abu-num son of Bur- <sup>d</sup> Iškur
19	<b>igi</b> <i>tap<sup>l</sup>-pa-tum</i> <b>dumu</b> <i>ib-ni-<sup>d</sup>sag-kud</i>	before Tap <sup>l</sup> -pa-tum son of Ibni- <sup>d</sup> sag-kud
20	<b>igi</b> <i>a-bi-ia-tum</i> <b>dumu</b> <i>nu-úr-é-a</i>	before Abia-tum son of Núr-é-a
21	<b>igi</b> <i>i-ka-tum</i> <b>dumu</b> <i>na-ḥi-mi-im</i>	before Ika-tum son of Na-ḥi-mim
22	<b>igi</b> <i>e-ri-ba-am</i> <b>dumu</b> <i>sin-ḥat-ti</i>	before Eribam son of Sin-ḥati
23	<b>igi</b> <i>ìr-lí-šu</i> <b>dumu</b> <i>dingir-še-me</i>	before Ìrlí-šu son of Dingir-šeme
24	<b>igi</b> <sup>d</sup> utu-ka-ši-id <b>dumu</b> <i>sin-be-el-ì-lí</i>	before <sup>d</sup> Utu-kašid son of Sin-bel-ìlí
25	<b>igi</b> <i>tab-gi-ri-<sup>d</sup>utu</i> <b>dumu</b> <i>ìr.ra-ba-ni</i>	before Tab-gi-ri- <sup>d</sup> Utu son of Ìra-ba-ni
26	<b>igi</b> SIG- <sup>d</sup> a-a <b>dumu</b> <i>e-ri-ib-sin</i>	igi SIG- <sup>d</sup> a-a son of Eribsin
27	<b>igi</b> <i>sin-ia-tum</i> <i>maškim di-kud</i>	before Sin-ia-tum, law commisioner
U.E		
28	<b>igi</b> <i>ì-lí-ma-lik-ki</i> <b>dumu</b> <i>sin-tillat-šu</i>	before Ìlí-ma-lik-ki son of Sin-tillat-



29	<b>igi</b> <sup>d</sup> ŠEŠ-KI-lú-til <b>dumu</b> pù-zur <sub>8</sub> - <sup>d</sup> nin-tu-<ra>	šu before <sup>d</sup> ŠEŠ-KI-lú-til son of Pù- zur <sub>8</sub> - <sup>d</sup> nin-tu-<ra>
L.Edge		
30	<b>igi</b> be-la-kum <b>dumu</b> sa-na-tum	before Belakum son of Sa-na-tum
31	<b>igi</b> ìr-sin <b>dumu</b> é-a mu-da-mi-iq	before Ìr-sin son of Éa-mu-damiq

## 7.5 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Sisters, Erištum, <i>qadištu</i> priestess, and sister Apíltasà.
E 2	Estate owner	The mother Ribamili.
E 3	Estate assets: fully or partially divided	1 <b>sar</b> built-house and female worker of <sup>d</sup> Utu, although the statement of from straw to gold, gives the assumption that the whole estate is divided, and only the most important immovable property specified.
E 4	Mutual Consent	Case (BM 92658 A = Case of CT 6 42b: Line 7: <i>i-zu-zu zi-za ga-am-ra</i> - agree to the division, the division is finished. Also tablet (BM 92658) = CT 6 42b.
E 5	<i>Raison de'Être</i>	Exchange.

### (b) Natural elements

The natural elements are the choices from law and practice in Old Babylonian Sippar between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
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Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	Tablet (BM 92658) = CT 6 42b: Line 8: <i>zi-za ga-am-ra iš-tu pí-e</i> - the division is finished and their hearts are satisfied.
Nat 5	Much as there is much as there is/ completely divided <i>ga-am-ru</i> /straw to gold	Case (BM 92658 A = Case of CT 6 42b): Line 8: <i>iš-tu pí-e a-di guškin</i> - from straw to gold. Tablet (BM 92658) = CT 6 42b: Line 9: <i>a-di guškin a-ḥa-tum</i> - from straw to gold. Case (BM 92658 A = Case of CT 6 42b): Line 7: <i>i-zu-zu zi-za ga-am-ra</i> – they agree to the division, the division is finished. Tablet (BM 92658) = CT 6 42b: Line 8: <i>zi-za ga-am-ra iš-tu pí-e</i> - the division is finished and their hearts are satisfied.
Nat 6	No claim	Case (BM 92658 A = Case of CT 6 42b): Line 9: <i>a-ḥa-tum a-na a-ḥa-tim</i> - sister to sister will not come back. Line 10: <i>ú-ul i-ra-ga-am</i> - they will not raise a word against each other. Tablet (BM 92658) = CT 6 42b: Line 10: <i>a-na a-ḥa-tim ú-ul i-ra-ga-am</i> - they will not come back.
Nat 7	Oath in temple/oath	No oath in temple. Oath: lines Case (BM 92658 A = Case of CT 6 42b) Lines 13-15: <b>mu<sup>d</sup>utu<sup>d</sup>AMAR-UTU<sup>d</sup>EN-ZU-mu-ba-lí-iṭ<sup>ṛù</sup> uruud-kib-nunki</b> - sworn to Utu, King Sîn-muballit and Sippar. Tablet (BM 92658) = CT 6 42b Lines 12-13: sworn to Utu, Sîn-muballit and Sippar.
Nat 8	Preference portion	None.
Nat	Shares:	None.

9	equal	
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties,	Only the names of the sister, and that the one sister is a priestess.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Only describe as type of a house and its location, and mentioned the slave. Tablet (BM 92658) = CT 6 42b: Line 1: 1 <b>sar é-dù-a</b> - 1 sar built-house. Line 2 : <b>da é</b> <i>be-la-kum</i> - next to the house of Belakum. Line 3: <i>ù i-ta</i> <i>lú-<sup>d</sup>ŠEŠ-KI</i> - and house of Lušeški. Line 6: <i>ša ki géme-<sup>d</sup>utu lukur<sup>1</sup> <sup>d</sup>utu</i> - female worker of <sup>d</sup> Utu to the sister Apíltasà.
I4	Special legal terms/ Symbolism	Case (BM 92658 A = Case of CT 6 42b): Line 7: <i>i-zu-zu zi-za ga-am-ra</i> - agree to the division, the division is finished. Line 8: <i>iš-tu pí-e a-di guškin</i> - from straw to gold. Line 9: <i>a-ḫa-tum a-na a-ḫa-tim</i> - sister to sister will not come back. Line 10: <i>ú-ul i-ra-ga-am</i> - they will not raise a word against each other.

		<p>Tablet (BM 92658) = CT 6 42b:</p> <p>Line 7: <b>nin-a-ni</b> <i>i-zu-zu</i> - the sisters agreed to the division.</p> <p>Line 8: <i>zi-za ga-am-ra iš-tu pí-e</i> - the division is finished and their hearts are satisfied.</p> <p>Line 9: <i>a-di guškin a-ḥa-tum</i> - from straw to gold.</p> <p>Line 10: <i>a-na a-ḥa-tim ú-ul i-ra-ga-am</i> - they will not come back.</p>
I5	Oath: king and/or gods	<p>Case (BM 92658 A = Case of CT 6 42b</p> <p>Line 13-15: sworn to Utu, King Sîn-muballiṭ and Sippar</p> <p>Tablet (BM 92658) = CT 6 42b</p> <p>Line 12-13: sworn to <sup>d</sup>Utu, Sîn-muballiṭ and Sippar</p>
I6	Witnesses' names, rank/family standing	<p>Case (BM 92658 A = Case of CT 6 42b</p> <p>Lines 16-35: <b>igi</b> - before (witnesses – son of x).</p> <p>Tablet (BM 92658) = CT 6 42b</p> <p>Lines 14-31: <b>igi</b> - before (witnesses son of x).</p> <p>Law commissioner (<b>di-kud-meš</b>) and scribe (<b>dub-sar</b>) are witnesses.</p>
Qualities of Division Text		
I7	Language	Akkadian and few Sumerian words.
I8	Location	Sippar, see oath.
I9	Tablet's condition	Fairly good – some omitted text in transcription.
I10	Number of copies	Only sister's awarded share mentioned. Thus more than one recorded agreement.
I11	Date Formula	None. The contractual parties sworn to their King Sîn-muballiṭ.
I12	Seals Impressions	Seals on Case (BM 92658 A = Case of CT 6 42b.
I13	Rhythm sequence Special Style	<p>Essential elements: Sippar seq E.4: Complex family relationships – combination of 1-3. S7 Sîn-muballiṭ (DM:PS).</p> <p>Natural elements: Sippar seq Nat1: 4,5,6,7,12:</p> <p>(Nat 4 heart is satisfied, Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.)</p>

## 8. (S8) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS REGARDING ONLY IPQUŠA, THE ONE BROTHER'S SHARE

### 8.1 Source

Sippar text from Dekiere (1994a:163), number 104. Museum number BM 82394, registration number Bu 91-5-9, 2445 A. The text is recorded during the reign of Sîn-muballit (Dekiere 1994a:163).

### 8.2 Background information

The text is a recorded division agreement of unnamed paternal estate between brothers' regarding the one brother's share, Ipquša.

### 8.3 Family members

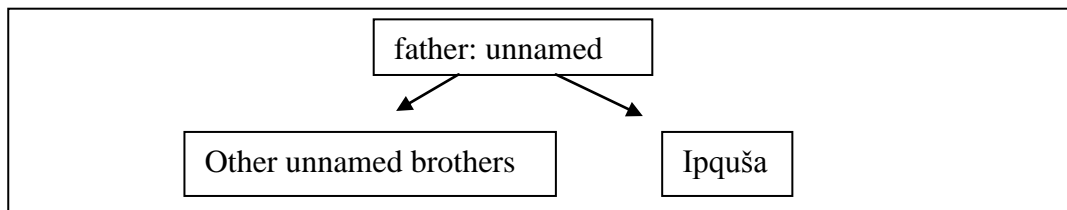


Figure 30 Schematic outline of family: unnamed father and sons unnamed, one son named Ipquša

### 8.4 Transcription and translation

BM 82394, transcription by Dekiere (1994a:163) and translation by the researcher.

1	$\frac{1}{3}$ sar 3 $\frac{2}{3}$ gín 5' še-é-dù-a	$\frac{1}{3}$ sar 3 $\frac{2}{3}$ gín 5' built house
2	da é dumu-er-ši-tim	next to the house of Dumu-Eršitim
3	ù da é é-dím-ma-an-sum	and next to the house of Édímansum:
4	ha-la ip-qú-ša	is the inheritance share of Ipquša.
5	ša it-ti a-ḫi-šu i-zu-zu	The brothers agreed to the division.
6	zi-zu ga-me-er-ma	The division is made, the division is completed.
7	li-ba-šu tú-ub	Their hearts are satisfied.

8	<i>ú-ul i-ta-ar-ma</i>	They will not come back,
9	<i>a-na egir ud-mi-im</i>	regarding the bakery possessions or accessories,
10	<i>a-ḫu-um a-na a-ḫi-im</i>	brother against brother:
11	<i>ú-ul i-ra-ga-am</i>	they shall not come back and make a claim against each other.
Lo.E		
12	<b>mu</b> <sup>d</sup> utu AMAR-UTU	They have invoked the spirit of Amartu,
13	<b>ù</b> <sup>d</sup> EN-ZU-mu-ba-lí-iṭ	King Sîn-muballit
14	<b>in-pàd</b> uninscribed seal	
Rev.		Witnesses
15	<b>igi</b> <sup>d</sup> nin-šubur-na-šir	before <sup>d</sup> Nin-šubur-na-šir
16	<b>dumu</b> dingir-šu-ba-ni	son of Dingir-šu-bani
17	<b>igi</b> ta-ri-bu-um <b>dumu</b> a-bu-um-dingir	before Ta-ri-bum son of Abum-dingir
18	<b>igi</b> <sup>d</sup> utu-i-na-ma-tim <b>dumu</b> ì-lí-ba-ni	before <sup>d</sup> Utu-i-na-ma-tim son of Ìlí-bani
19	<b>igi</b> <sup>d</sup> še-rum-ba-ni <b>dumu</b> sin-ma-gir	before <sup>d</sup> Še-rum-bani son of Sin-magir
20	<b>igi</b> <sup>d</sup> še-rum-ì-lí <b>dumu</b> <sup>d</sup> utu-a-bu-ni	before <sup>d</sup> Še-rum-ìlí son of <sup>d</sup> Utu-abuni
21	<b>igi</b> <sup>d</sup> umu- <sup>d</sup> utu <b>dumu</b> sin-i-din-nam	before Dumu- <sup>d</sup> utu son of Sin-i-din-nam
22	<b>igi</b> <sup>d</sup> umu-ir-ši-tim <b>dumu</b> e-te-el-lum	before Dumu-ir-ši-tim son of E-tel-lum
23	<b>igi</b> za-ri- <sup>*</sup> x-x <sup>*</sup> <b>dumu</b> ìr- <sup>d</sup> utu	before Za-ri- <sup>*</sup> x-x <sup>*</sup> son of Ìr- <sup>d</sup> utu
24	<b>igi</b> i-din- <sup>d</sup> nin-šubur <b>dumu</b> sin-e-ri-ba-	before I-din- <sup>d</sup> Nin-šubur son of Sin-e-ri-
25	am	ba-am
26	<b>igi</b> - <sup>d</sup> EN- <sup>r</sup> ZU-a <sup>ˊ</sup> -bu-um	before - <sup>d</sup> Sîn-a <sup>ˊ</sup> -bu-um
27	<b>igi</b> e-ri-ba-am-sin <b>dumu</b> wa-ta-rum	before Eeri-bam-sin son of Wa-ta-rum
U.E	<b>igi</b> ib-ni- <sup>d</sup> EN-ZU <b>dub-sar</b>	before Ib-ni- <sup>d</sup> Sîn, the scribe
28	<b>igi</b> sin-i-din-nam <b>dumu</b> bu-ba-ki	before Sin-i-din-nam son of Bu-ba-ki
	uninscribed seal	uninscribed seal
L.Edge	uninscribed seal	uninscribed seal

## 8.5 Elements of the family deceased division agreement

### (a) *Essential elements*

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Brothers' regarding the one brother's share, Ipquša.
E 2	Estate owner	Paternal estate: unnamed father.
E 3	Estate assets: fully or partially divided	Only regarding the one brother's share, regarding a house and a bakery; however the phrase also used: from straw to gold.
E 4	Mutual Consent	Line 5: <i>ša it-ti a-ḫi-šu i-zu-zu</i> - the brothers agreed to the division. Line 6: <i>zi-zu ga-me-er-ma</i> - the division is made, the division is completed.
E 5	<i>Raison de'Être</i>	Exchange.

### (b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties, in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.

Nat 4	Heart is satisfied	Line 7: <i>li-ba-šu tû-ub</i> - their hearts are satisfied.
Nat 5	As much as there is/ completely divided <i>ga-am- ru</i> /straw to gold	Line 6: <i>zi-zu ga-me-er-ma</i> - the division is made, the division is completed.
Nat 6	No claim	Line 8: <i>ú-ul i-ta-ar-ma</i> - they will not come back. Line 10: <i>a-ḫu-um a-na a-ḫi-im</i> - brother against brother. Line 11: <i>ú-ul i-ra-ga-am</i> - shall not come back and make a claim against each other.
Nat 7	Oath in temple/oath	No oath in temple. Oath: lines 12-14: <b>mu</b> <sup>d</sup> <b>utu</b> AMAR-UTU <sup>ù</sup> <sup>d</sup> EN-ZU- <i>mu-ba-lí-iṭ in-pàd</i> - they have invoked the spirit of Amartu, King Sîn-muballit.
Nat 8	Preference portion	None.
Nat 9	Shares: equal	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> .



(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties,	Only the brother who receives his share is mentioned.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Lines 1-3: $\frac{1}{3}$ <b>sar</b> 3 $\frac{2}{3}$ <b>gín</b> 5' <b>še-é-dù-a da é dumu-er-ši-tim ù da é</b> X - $\frac{1}{3}$ <b>sar</b> 3 $\frac{2}{3}$ <b>gín</b> 5' built house next to the house of <i>dumu-er-ši-tim</i> and next to the house of X. Line 9: <i>a-na egir ud-mi-im</i> - regarding the bakery possessions or accessories.
I4	Special legal terms/ Symbolism	Line 4: <b>ha-la</b> <i>ip-qú-ša</i> - is the share of Ipquša. Line 5: <i>ša it-ti a-ḫi-šu i-zu-zu</i> - the brothers agreed to the division. Line 6: <i>zi-zu ga-me-er-ma</i> - the division is made, the division is completed. Line 7: <i>li-ba-šu tú-ub</i> - their hearts are satisfied. Line 8: <i>ú-ul i-ta-ar-ma</i> - they will not come back. Line 10: <i>a-ḫu-um a-na a-ḫi-im</i> - brother against brother. Line 11: <i>ú-ul i-ra-ga-am</i> - shall not come back and make a claim against each other.
I5	Oath: king and/or gods	Lines 12-14 - they have invoked the spirit of Amartu, King Sîn-muballiṭ.
I6	Witnesses' names, rank/family standing	<b>Igi</b> , name of witness and status, e.g. son ( <b>dumu</b> ) of x and name of scribe.
Qualities of Division Text		
I7	Language	Akkadian and few Sumerian words.

I8	Location	Sippar.
I9	Tablet's condition	Not good condition in transcription, some lines omitted.
I10	Number of copies	More than one, for this agreement only dealt with the share of one of the brothers. Thus there must be other copies of the brothers' agreed shares.
I11	Date Formula	None, although the contractual parties sworn to their King Sîn-muballit.
I12	Seals Impressions	Uninscribed seals.
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)*. S8 (Sîn-muballit). Natural elements: Sippar seq Nat1: 4,5,6,7,12 Nat 4 heart is satisfied, Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

## 9. (S9) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE REGARDING ONLY IBI-ENLIL, A BROTHER'S SHARE

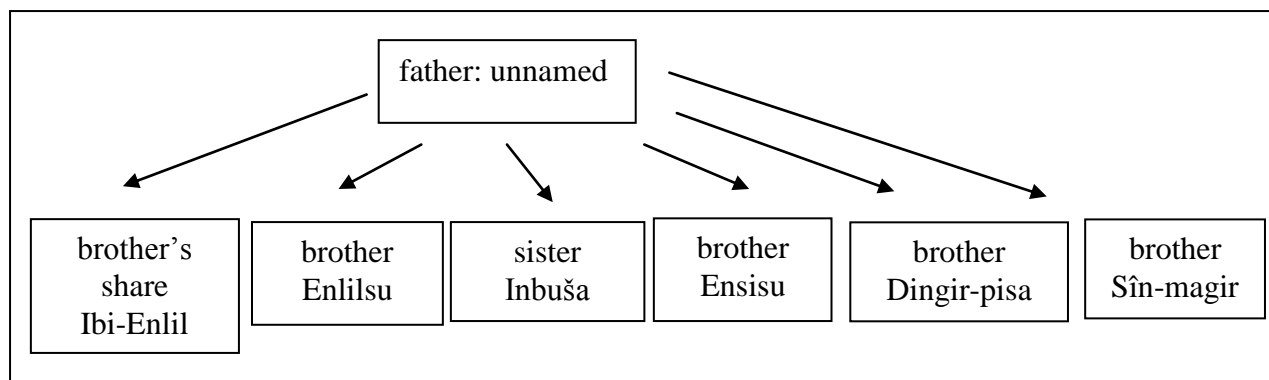
### 9.1 Source

Sippar text from Diekiere (1994a: 165-167), number 106. BM 92585/A. Registration number Bu. 88-5-12, 719/720. Categorised by Dekiere as a division of property. The text is recorded during the reign of Sîn-muballiṭ (Dekiere 1994a:165-167). Dekiere (1994a:165-167) translated the text, following the researcher's translation.

### 9.2 Background information

The text is a recorded division agreement of unnamed paternal estate, between brothers and sister, namely the brothers Sîn-magir, Dingir-pisa, Enlilsu, Ibi-enlil and sister Inbuša, regarding one brother's share Ibi-Enlil.

### 9.3 Family members involved



**Figure 31 Schematic outline of family: unnamed father and children Sîn-magir, Dingir-pisa, Enlilsu, Ibi-Enlil and sister Inbuša**

## 9.4 Transcription and translation

Case (BM 92585 A) = Case of CT 8 16a transcription by Dekiere (1994a:165-167) and translation by the researcher.

Obv.		
1	ṛ <b>dub</b> 1.0.0' [iku a.šà ...] ṛ <b>a-šà</b> ṛ <b>-gar-ra</b> ša ṛba ṛ-[la-tim]	Tablet 1 <b>iku</b> field ... total field of Balatim,
2	i-ta <sup>d</sup> EN-ZU-ma-gir <b>šeš-a-ni</b>	next to Sîn-magir his brother,
3	ù i-ta <b>a-šà</b> <sup>d</sup> en-líl-[li-...]-sú <b>šeš-ṛa</b> .[ni...]	and next to field Enlil [ ] his brother
4	0.1.3 <b>iku</b> šà <b>a-šà gar-ra</b> [ša] di-ḥa-ta-[nim]	<sup>1</sup> / <sub>3</sub> iku of total field of next to field of Dihatanim,
5	i-ta <b>a-[šà]</b> in-bu-ṛša ṛ <b>nin-a-ni</b>	next to the field of Inbuša his sister,
6	ù i-[ta] <b>a-šà dingir-pi<sub>4</sub>-ša</b> <b>šeš-a-ni</b>	and next to the field of Dingir-pisa his brother,
7	0.1.1 <b>iku</b> ša saḥar i-ta <b>a-šà nu-úr-ì-lí-šu</b>	1 <b>iku</b> of earth next to the field of Nur-ilisu
8	ù i-ta <b>a-šà</b> <sup>d</sup> en-líl-na-ṣir <b>dumu</b> i-túr-ki[nu-um]	and next to the field of Enlil-nasir son of Iturkinum,
9	0.2.4 <b>iku a-šà a-gàr</b> <sup>uru</sup> ḥu-ba <sup>ki</sup>	<sup>2</sup> / <sub>4</sub> <b>iku</b> field meadow .....,
10	2 <b>sar é-dù-ṛa</b> ša <b>ká</b> <sup>d</sup> EN-ṛZU-ṛe-ri-ba-[am]	2 <b>sar</b> of built house (next) of house of Sîn-eribam,
11	<b>da é</b> <sup>d</sup> EN-ZU-i-sú <b>šeš-a-ni</b>	next to the house of Sîn-isu his brother
12	1 <b>sar é šà é gibil</b> i-na <b>ud-kib-nun</b> <sup>ki</sup> -ṛam <sup>?</sup> ṛ-[...]	1 <b>sar</b> house and new house ...next to... Sippar.....,
13	da [...-ma]-gir <b>šeš-a-ni</b>	next to ....his brother
14	ù ṛ <b>da</b> x x <sup>?</sup> -um <b>šeš-a-ṛni</b>	and next to xx his brother
15	1 <sup>1</sup> / <sub>2</sub> <b>sar</b> i-na <b>ud-kib-nun</b> <sup>ki</sup> [...]-ṛna <sup>?</sup>	<sup>1</sup> / <sub>2</sub> <b>sar</b> ...next to ..,
16	<b>da é</b> ú-qá-pi <sub>4</sub> -iš <sub>8</sub> -tár PA [dam]-gàr	next to house of Úqápi <sub>4</sub> -iš <sub>8</sub> tár merchant
17	1 <b>sar é-nun</b> ki-gál ù aš-lu-ka-tum	1 <b>sar</b> innermost room platform and Ašlukatum,
18	1 <b>sag-ìr</b> ṛx x <sup>?</sup> [...] ṛx x <sup>?</sup> -ia	1 slave ....xxx,
19	1 <b>sag-ìr</b> a-na- <sup>d</sup> utu-ták-la-ku	1 slave Ana <sup>d</sup> utu-táklaku,
20	1 <b>sag-ìr</b> sipa-dingir	1 slave Sipa-dingir,

21	1 <b>sag-ir</b> <i>te-iš-ḥu-um</i>	1 slave Te-išḥum,
22	1 <b>sag-ir</b> <sup>d</sup> EN-ZU- [na]-ap-še-ra-am	1 slave Sîn-apšeram,
23	1 <b>sag-géme</b> ì- 'lì'-im-di	1 head worker Ìlî-imdi,
Lo.E.	seals + kišîbs	
Rev.		
24	[1 <b>sag-géme</b> ] 'bel'-li-tum	1 head worker Bellitum:
25	<b>ḥa-la</b> i-[bi- <sup>d</sup> en]-lîl ša it-ti aḥ-ḥi-šu i-zu-zu	are the inheritance share of Ibi-Enlil and the brothers agree to the division.
26	zi-zu 'ga' [am-ru-um bu]- 'ru'-ú-ma	They agree to division and the division is final
27	iš-tu pí [e a-di] 'guškin'	From straw to gold
28	a-ḥu-[um a-na a-ḥi-im] 'ú'-ul e-ra-ga-am	brother to brother will not raise a word against each other.
29	2.00 'iku' [a-šà.. tu]- 'ḥa'-mu-um	2 <b>iku</b> field...
30	[...]	....
31	0.1.0 [+5] [ <b>iku a-šà...</b> ] <b>bal-ri</b>	[...] 'x'
32	[...di-im]-tum	
33	[ša bi-ri-šu]-ú	
34	[...] 'x'	
35	[...sin-mu-ba]- 'lì'-iṭ	
	broken	
L.Edge	[...] ì-lî-ba-ni	
1	uninscribed seals + kišîbs	

Tablet (BM 92585) = CT 8 16 a transcription by Dekiere (1994a:165-167) and translation by the researcher.

Obv.		
1	1.0.0 <b>iku a-ša</b> <i>i-na e-bi-ir-tim i-na li-ib-bu</i>	1 <b>iku</b> field next to Ebirtim next to Libbu,
2	<b>a-ša gar-ra</b> <i>ša ba-la-tim</i>	total field (next to) of Balatim,
3	<b>ús-sa-du a-ša</b> <sup>d</sup> EN-ZU- <i>ma-gir šeš-a-ni</i>	next to Sîn-magir his brother
4	<i>ù ús-sa-du a-ša</i> <sup>d</sup> <i>en-líl-[li-...] šeš-a-ni</i>	and next to field Enlil-su his brother
5	0.1.3 <b>iku a-ša</b> <i>i-na li-ib-[-]</i>	<sup>1</sup> / <sub>3</sub> <b>iku</b> total field next to Li [ ]
6	<b>a-ša gar-ra</b> <i>ša di-[ha]-ta' nim</i>	and next to the total field of Diha-tanim,
7	0.1.1 <b>iku a-ša</b> <i>ša ša zi-[-...] x'</i>	1 <b>iku</b> earth next to the field of ...,
8	<b>a-ša &lt;a&gt; gar</b> <i>ša hu-ub-[-ba]</i> <sup>ki</sup>	total field (next to) of ...
9	<b>ús-sa-du a-ša</b> <sup>d</sup> <i>en-líl-na-šir-ir</i>	and next to the field of Enlil-nasir
10	<b>dumu</b> <i>i-túr-ki-nu-um</i>	son of Itur-kinum
11	<i>ù ús-sa-du a-ša nu-úr-i-lí na-PI</i>	and field of
12	2 <b>sar é-du-a</b> <i>i-na ba-ab</i> <sup>d</sup> EN-ZU- <i>ri-me-ni</i>	2 <b>sar</b> built house next to Sîn-ri-meni,
13	1 <b>sar é du-a</b> <i>i-na ud-kib-nun</i> <sup>ki</sup> - <i>am'-na'-nim</i>	1 <b>sar</b> built house next to Sippar..,
14	<i>i-na li-bu bi-dím e-ši-im</i>	next to Libu-bidum..,
15	1 <sup>1</sup> / <sub>2</sub> <b>sar [é ki]-gal</b> <i>da é ú-qá-išg-tár</i> PA <b>dam-gar</b>	1 <sup>1</sup> / <sub>2</sub> <b>sar</b> house next house Úqápi <sub>4</sub> išg <sub>8</sub> tár merchant,
16	2 <b>sar é-nun ki-ud</b> <i>ú aš-lu-kà-tum</i>	2 sar innermost room platform and Ašlukatum,
17	1 <b>sag-ir</b> <i>mil-lik</i> <sup>d</sup> iškur	1 slave Mil-lik- <sup>d</sup> iškur,
18	1 <b>sag-ir</b> <i>a-na</i> <sup>d</sup> utu-ták-la-ku	1 slave Ana- <sup>d</sup> utu-táklaku,
19	1 <b>sag-ir</b> <i>sipa-dingir</i>	1 slave Sipa-dingir,
20	1 <b>sag-ir</b> <i>te-iš-hu-um</i>	1 slave Te-išhum,
21	<sup>r</sup> 1 <b>sag-ir</b> <sup>d</sup> EN-ZU- <i>na-ap-še-ra-am</i>	1 slave Sîn-napšeram,
22	<sup>r</sup> 1 <b>sag-géme</b> <i>ì-lí-im-di</i>	1 head worker Ìlí-imdi,
Lo.E.		
23	1 <b>sag-géme</b> <i>bel-le-tum</i>	1 head worker Bellitum:
Rev.		

24	<b>ḥa-la</b> <i>i-bi-<sup>d</sup>en-líl ša i-tí a-ḥi-šu i-zu-zu</i>	are the inheritance share of Ibi-enlil
25	<i>zi-zu ga-ab-ru-um bu-ru-ma</i>	and the brothers agree to the division.
26	<i>iš-tu pī<sup>l</sup>-e a-di guškin</i>	They divide the estate and finished the
27	<i>a-ḥu-um a-na a-ḥi-im ú-ul inim gá-gá-a</i>	division.
28	<i>2.0.0 iku a.šà i-na a-&lt;&lt; šà&gt;&gt;-gàr tu-ha- mī<sup>ki</sup></i>	From straw to gold,
29	<i>0.1.5 iku a-šà i-na e-bi-ir-tim</i>	brother to brother will not raise a word
30	<i>i-na a-gàr <sup>d</sup>EN-ZU</i>	against another.
31	<i>0.1.0 iku a-šà i-na-ša-la</i>	2 <b>iku</b> field next to..
32	<i>dī-im-tum ù kī-ud</i>	<sup>1</sup> / <sub>5</sub> <b>iku</b> field next to Ebirtim
33	<i>ša bi-ri-šu-nú-ma</i>	next to field of Sîn
34	<b>mu</b> <sup>d</sup> utu <sup>d</sup> AMAR-UTU	1 <b>iku</b> field next to Ina-šala
35	<sup>ld</sup> EN-ZU-mu-ba-lí-iṭ ù <b>uru</b> <sup>ki</sup> <b>ud.kib.nun</b> <sup>ki</sup>	Dimtum and Ki-ud
36	<b>in-pàd-dè-meš</b>	of Birimsunuma
37	<b>igi</b> ì-lí-ba-ni <b>igi</b> i-din- <sup>d</sup> EN-ZU	Sworn to Amartu, Sîn-muballiṭ and
38	<b>igi</b> SIG-iš <sub>8</sub> -tár <b>igi</b> lú- <sup>d</sup> ŠEŠ-KI	Sippar
39	<b>igi</b> e-ri-ba-am <b>igi</b> be-el-šu-nu	before Ìlí-ba-ni before I-din- <sup>d</sup> Sîn
40	<b>igi</b> dingir-šu-ba-ni <b>igi</b> <sup>d</sup> EN-ZU-ga-mil	before SIG-iš <sub>8</sub> -tár before Lú- <sup>d</sup> ŠEŠ-KI
41	<b>igi</b> ìr- <sup>d</sup> ŠEŠ-KI <b>igi</b> bur- <sup>d</sup> nin-gal	before Eri-bam before Bel-šu-nu
42	<b>igi</b> <sup>d</sup> EN-ZU-ib-ni <b>igi</b> ìr-ì-lí-šu	before Dingir-šu-bani before <sup>d</sup> Sîn-ga- mil
43	<b>igi</b> u-bar-ru-um <b>igi</b> <sup>d</sup> nin-šubur-ba-ni	before ìr- <sup>d</sup> ŠEŠ-KI before Bur- <sup>d</sup> Nin-gal
44	<b>igi</b> SIG-nu-nu <b>igi</b> nu-úr- <sup>d</sup> utu	before <sup>d</sup> Sîn-ib-ni before Ìr-ìlí-šu
45	<b>igi</b> ib-ni- <sup>d</sup> en-líl [ <b>igi</b> ] ṛib ṛ-ni- <sup>d</sup> mar-tu	before U-barum before <sup>d</sup> Nin-šubur- bani
46	<b>igi</b> <sup>d</sup> EN-ZU-ri-[...] <b>igi</b> i-ba-tum	before SIG-nu-nu before Núr- <sup>d</sup> Utu
	<b>igi</b> pù-zur <sub>8</sub> -ṛdingir ṛ [...] <b>igi</b> e-ri-ba-am	before Ib-ni- <sup>d</sup> En-líl [before] ṛib ṛ-ni- <sup>d</sup> mar-tu
		before <sup>d</sup> Sîn-ri-[...] before I-ba-tum
		before Pù-zur <sub>8</sub> -ṛdingir ṛ [...] before Eri- bam

## 9.5 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Between brothers and sister, namely the brothers Sîn-magir, Dingir-pisa, Enlilsu, Ibi-enlil and sister Inbuša, regarding one brother's share Ibi-enlil.
E 2	Estate owner	Unnamed.
E 3	Estate assets:	Only regarding to the one brother's agreed division share.
E 4	Mutual Consent	Case (BM 92585 A) = Case of CT 8 16a Line 26: <i>zi-zu 'ga' [am-ru-um bu]- 'ru' -ú-ma</i> -they agree to division and finished the division. Tablet (BM 92585) = CT 8 16 a Line 25: <i>zi-zu ga-ab-ru-um bu-ru-ma</i> - they divide the estate and finished the division.
E 5	<i>Raison de Être</i>	Exchange.

### (b) Natural elements

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties, in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.



Nat 4	Heart is satisfied	None.
Nat 5	Much as there is much as there is/ completely divided <i>ga-am- ru</i> /straw to gold	<p>Case (BM 92585 A) = Case of CT 8 16a</p> <p>Line 26: <i>zi-zu 'ga' [am-ru-um bu]-'ru'-ú-ma</i> -they agree to division and finished the division.</p> <p>Tablet (BM 92585) = CT 8 16 a</p> <p>Line 25: <i>zi-zu ga-ab-ru-um bu-ru-ma</i> - they divide the estate and finished the division.</p> <p>Case (BM 92585 A) = Case of CT 8 16a</p> <p>Line 27: <i>iš-tu pí [e a-di] 'guškin'</i> - from straw to gold.</p> <p>Tablet (BM 92585) = CT 8 16 a</p> <p>Line 26: <i>iš-tu pí!-e a-di guškin</i> - from straw to gold.</p>
Nat 6	No claim	<p>Case (BM 92585 A) = Case of CT 8 16a Tablet</p> <p>Line 28: <i>a-ḫu-[um a-na a-ḫi-im] 'ú'-ul e-ra-ga-am</i> brother to brother will not come back.</p> <p>Tablet (BM 92585) = CT 8 16 a</p> <p>Line 27: <i>a-ḫu-um a-na a-ḫi-im ú-ul inim gá-gá-a</i> brother to brother will not come back.</p>
Nat 7	Oath in temple/oath	No oath in temple. Oath: the following clause is present: Tablet (BM 92585) = CT 8 16 a. line: 33 -35: <b>mu</b> <sup>d</sup> <b>utu</b> <sup>d</sup> AMAR-UTU <sup>ld</sup> EN-ZU- <i>mu-ba-lí-iṭ ù uru</i> <sup>ki</sup> <b>ud-kib-nun</b> <sup>ki</sup> <b>in-pàd-dè-meš</b> - sworn by Amartu, Sîn-muballit and Sippar.
Nat 8	Preference portion	None.
Nat 9	Shares: equal	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties	Naming of contractual parties, but no mentioning of sentence structure: “son of x”.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Description, position on or in relating to the unit: Various Immovable property (fields and houses) and slaves. The unit, type of property and next to (person’s name) is mentioned. Name of the slave. E.g <sup>1</sup> / <sub>3</sub> <b>iku</b> total field which of Di-hatanim, next to the field of In-buša his sister. Movable property: for example: one slave Sin-ap-seram.
I4	Special legal terms/Symbolism:	<p>Case (BM 92585 A) = Case of CT 8 16a Tablet</p> <p>Line 25: <b>ḫa-la</b> <i>i-[bi-<sup>d</sup>en]-lil ša it-ti aḫ-ḫi-šu i-zu-zu</i></p> <p>Inheritance share of Ibi-Enlil and the brothers agree to the division.</p> <p>Line 26: <i>zi-zu ʾga ʾ[am-ru-um bu]-ʾru ʾú-ma</i></p> <p>They agree to division and finished the division.</p> <p>Line 27: <i>iš-tu pí [e a-di] ʾguškin ʾ</i></p> <p>From straw to gold.</p> <p>Line 28: <i>a-ḫu-[um a-na a-ḫi-im] ʾú-ʾul e-ra-ga-am</i></p> <p>Brother to brother will not come back.</p> <p>Tablet (BM 92585) = CT 8 16 a</p> <p>Line 24 Rev: <b>ḫa-la</b> <i>i-bi-<sup>d</sup>en-lil ša i-tí a-ḫi-šu i-zu-zu</i></p> <p>Inheritance share of Ibi-Enlil and the brothers agree to the division.</p> <p>Line 25: <i>zi-zu ga-ab-ru-um bu-ru-ma</i></p> <p>They divide the estate and finished the division.</p> <p>Line 26: <i>iš-tu pí-ʾe a-di guškin</i></p> <p>From straw to gold.</p> <p>Line 27: <i>a-ḫu-um a-na a-ḫi-im ú-ʾul inim gá-gá-a</i></p> <p>Brother to brother will not come back.</p>

I5	Oath: king and/or gods	The following clause is present: Tablet (BM 92585) = CT 8 16 a. lines: 33-35: <b>mu</b> <sup>d</sup> utu <sup>d</sup> AMAR-UTU <sup>Id</sup> EN-ZU- <i>mu-ba-lí-iṭ</i> <b>ù uru</b> <sup>ki</sup> <b>ud-kib-nun</b> <sup>ki</sup> <b>in-pàd-dè-meš</b> - sworn to Amartu, Sîn-muballit and Sippar.
I6	Name of Witnesses	The following clause is present: line 36-46: <b>igi</b> <i>ì-lí-ba-ni</i> <b>igi</b> <i>i-din-</i> <sup>d</sup> EN-ZU - before ... before....
Qualities of Division Text		
I7	Language	Akkadian and few words Sumerian.
I8	Location	Sippar.
I9	Tablet's condition	Broken text – not good condition.
I10	Number of copies	There are probably more than one copy, because this tablet refers to only one brother's agreed divided share.
I11	Date Formula	Text broken and damaged, although the contractual parties sworn to Sîn-muballit.
I12	Seals Impressions	None, however tablet is damaged.
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.2 Estate owner: deceased father (DF), contractual party: sister/s (S) & brother/s (B)* S9 Sîn-muballit Natural elements: Sippar seq Nat2: 5,6,7,12: Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

## 10. (S10) DIVISION AGREEMENT OF UNNAMED DECEASED ESTATE OF POSSIBLY MOTHER BETWEEN SISTERS REGARDING THE AGREED DIVISION PORTION OF THE ONE SISTER, ERIŠTUM

### 10.1 Source

Museum number BM 82403, registration number Bu 91-5-9, 2454. A (Case/Tablet) “bequest”, number 105 (Dekiere 1994a:164-165). Dekiere (1994a:164-165) transcribed the text, following with the researcher’s translation. The text is recorded during the reign of Sîn-muballit.

### 10.2 Background information

The text is a recorded division agreement between sisters, Erištum, Mimma and Idinu, regarding the agreed division portion of the one sister, Erištum. In text number S6, Sippar text from Schorr (1913:252-253) number 182, is also a recorded division agreement between the same sisters, namely Erištum, a *qadištu* priestess and her sister Amat-Šamaš, a Šamaš priestess during the reign of King Sîn-muballit. In the S6 agreement, Erištum, the *qadištu* priestess receives one sar of farmed house property.

### 10.3 Family members

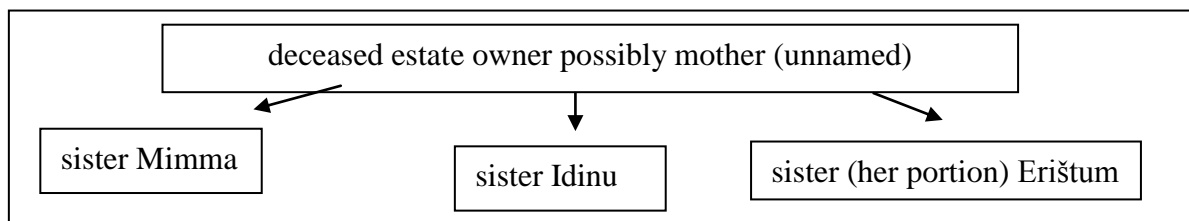


Figure 32 Schematic outline of family: unnamed mother and daughters Erištum, Mimma and Idinu

## 10.4 Transcription and translation

Transcription by Dekiere (1994a:164-165) and translation by the researcher.

1	<b>dub 1 sar é-dù-a</b>	Tablet 1 <b>sar</b> farmed house (built house),
2	<i>i-ta be-la-kum</i>	next to Belakum,
3	<i>ù i-ta lú-<sup>d</sup>ŠEŠ-KI</i>	and next to Lušeški.
4	<i><sup>l</sup>ri-ba-am-ì-lí a-bu-ša</i>	Ribamili's maternal estate
5	<i>ù <sup>d</sup>a-a-tal-<sup>l</sup>ik<sup>u</sup>m-ma-ša</i>	And Atalik ....
6	<i>a-na e-riš-tum ma-ar-ti-šu / nu-gíg</i>	Against Erištum ... the <i>qadištu</i> priestess,
7	<i>i-di-nu ù mi-im-ma</i>	Idinu and Mimma.
8	<i>ma-la i-ba-aš-šu-ma nu-<sup>g</sup>íg<sup>u</sup> [ù na-di-tum]</i>	They divide equally with the <i>qadištu</i> and <i>nadītum</i> priestesses
9	<i>iš-ti-ni-iš i-zu-za <sup>u</sup> [ ... ]</i>	and they agreed to the division of the estate and ...
10	<b>mu<sup>d</sup>utu<sup>d</sup></b> AMAR-UTU <i>sin-mu-ba-lí-<sup>u</sup> [ ... ]</i>	They sworn by Amartu, Sîn-
11	<b>[ù]<sup>uru</sup>ud-kib-nun<sup>ki</sup></b>	muballit and Sippar
12	<i>it-mu-ú</i>	Before...
13	<b>igi<sup>d</sup>utu</b> <i>ù <sup>d</sup>iškur</i>	before <sup>d</sup> Utu and <sup>d</sup> Iškur
Lo.E.	seals + kišibs	seals
Rev.		
14	<b>igi</b> <i>ib-ni-<sup>d</sup>iškur sanga<sup>d</sup>iškur</i>	before Ibni- <sup>d</sup> Iškur priest of <sup>d</sup> Iškur
15	<b>igi</b> <i>mu-na-wi-rum dumu<sup>d</sup>EN.[ZU]-<sup>u</sup>i<sup>u</sup>-din-nam</i>	before Muna-wirum son of <sup>d</sup> Sîn-
16	<b>igi<sup>d</sup>utu-an-dul<sub>7</sub>-lí dumu</b> <i>[nu-ri]-ia</i>	<sup>u</sup> i <sup>u</sup> dinam
17	<b>igi</b> <i>ku-ni-ia dumu<sup>u</sup>im<sup>u</sup>-[gur-sin]</i>	before <sup>d</sup> Utu-andullí son of [Nu-ria before Ku-nia son of <sup>u</sup> Im <sup>u</sup> -[gursin]
18	<b>[igi mu-ša]-<sup>u</sup>pí-il<sup>u</sup>-[šu-nu]</b>	[before Mu-ša]- <sup>u</sup> pí <sup>u</sup> -[šunu]
19	<b>[igi ...]</b>	[before ...]
20	<b>[igi a-lí]-wa<sup>u</sup>aq<sup>u</sup>-[rum]</b>	[before Alí]waq <sup>u</sup> -[rum]
21	<b>[igi ...] dumu-munus</b> <i>ib-ni-[ ... ]</i>	[before ...] child of Ib-ni-[ ... ]
22	<b>[igi<sup>d</sup>na-bi-ì-lí]-šu dumu</b> <i>ip-qú-ša</i>	[before <sup>d</sup> Na-bi-ì-lí]-šu son of Ip-qú-ša
23	<b>[igi be-la-kum] <sup>u</sup>dumu<sup>u</sup></b> <i>sà-na-tum</i>	[before Be-la-kum] son of Sà-na-

24	[igi] ʾišʾ-[me- <sup>d</sup> iškur] ʾdumu im-gur-sin	tum [before] ʾIšʾ-[me- <sup>d</sup> Iškur] son of Im-gur-sin
25	[igi] dingir-pi <sub>4</sub> - <sup>d</sup> utu dub-sar	[before] Dingir-pi <sub>4</sub> - <sup>d</sup> Utu the scribe
U.E.	seals + kišibs	(Seal impressions)
L.Edge	seals + kišibs	

Tablet

1	1 sar é-dù-a	1 sar farmed house property,
2	i-ta be-la-kum	near to Belakum
3	ù i-ta lú- <sup>d</sup> ŠEŠ-KI	and near to Lušeški.
4	<sup>l</sup> ri-ba-am-ì-lí ù <sup>d</sup> a-a-tal-ʾlikʾ ama-ni-a	Ribamìlí and Atalik, her mother
5	a-na e-riš-tum nu-gíg	against Eriš-tum the qadištu priestess
6	ma-ar-ti-šu-nu	Martišunu
7	i-di-nu ù mi-im-ma	Idinu and Mimma.
8	ma-la i-ba-aš-šu-ú	They divide equally,
9	nu-gíg ù na-di-tum	qadištu and nadītum priestesses
10	mi-it-ḥa-ri-iš	divided equally
11	i-zu-za	....and agreed to the division (following witnesses-clause).
12	igi <sup>d</sup> utu ù <sup>d</sup> iškur	before <sup>d</sup> Utu and <sup>d</sup> Iškur
13	igi ib-ni- <sup>d</sup> iškur sanga <sup>d</sup> iškur	before Ib-ni- <sup>d</sup> iškur priest of <sup>d</sup> Iškur
Lo.E.		
14	igi <sup>d</sup> utu-an-dùl-lí dumu nu-ri-ia	before <sup>d</sup> Utu-an-dùl-lí son of Nu-ri-ia
15	igi ku-ni-ia dumu im-gur-sin	before Kunia son of Imgursin
Rev.		
16	igi mu-na-wi-rum dumu sin-din-nam	before Munawirum son of Sin-din-nam
17	igi na-bi-ì-lí-šu dumu ip-qú/-ša	before Nabìlíšu son of Ip-qúša
18	igi mu-ša-pí-il-šu-nu	before Mu-šapíl-šunu
19	dumu <sup>d</sup> mar-tu-kur-i	son of <sup>d</sup> Martu-kuri
20	igi be-la-kum dumu sà-na-tum	before Belakum son of Sànatum

21	<b>igi</b> <sup>d</sup> utu-i-din-nam <b>dumu</b> sin-dingir	before <sup>d</sup> Utu-i-din-nam son of Sin-dingir
22	<b>igi</b> a-lí-wa-aq-rum <sup>lú</sup> azlag	before Alí-waqrūm <sup>lú</sup> azlag
23	<b>igi</b> iš-me- <sup>d</sup> iškur <b>dumu</b> im-gur-sin	before Išme- <sup>d</sup> Iškur son of Im-gursin
24	<b>igi</b> tab-gi-ri- <sup>d</sup> utu	before Tabgiri- <sup>d</sup> Utu
25	<b>dumu</b> ìr-ra-ba-ni	son of Ìrabani
26	[ <b>igi</b> ] dingir-pi <sub>4</sub> - <sup>d</sup> utu <b>dub-sar</b>	[before] Dingir-pi <sub>4</sub> - <sup>d</sup> Utu writer
U.E.	uninscribed	uninscribed

## 10.5 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Sisters agreed to the division.
E 2	Estate owner	Unnamed.
E 3	Estate assets: fully or partially divided	Only regarding 1 <b>sar</b> built house regarding one sister's share.
E 4	Mutual Consent	The following clause is present, on tablet and case the term: <i>i-zu-za</i> . Thus the parties agreed to the division.
E 5	<i>Raison de'Être</i>	Exchange regarding one sister's share.

### (b) Natural elements

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties, in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	None.
Nat 5	much as there is/ completely divided ga-am- ru/straw to gold	None.
Nat 6	No claim	None.
Nat 7	Oath in temple/oath	No oath in temple. Oath: tablet and case <b>mu</b> <sup>d</sup> <b>utu</b> <sup>d</sup> AMAR-UTU <i>sin-mu-ba-lí-ṛiṭ</i> [...] [ù] <b>uruud-kib-nunki</b> - they sworn by Amartu, Sîn-muballit and Sippar.
Nat 8	Preference portion	None.
Nat 9	Shares: equal	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> .



(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual	Sisters, Erištum , Mimma and Idinu regarding the agreed division portion of the one sister, Erištum.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	On tablet and case: 1 sar farmed house (built house) Tablet: Line 1: <b>dub</b> 1 <b>sar é-dù-a</b> and Case: Line 1: 1 <b>sar é-dù-a</b> .
I4	Special legal terms/ Symbolism	Tablet <i>i-zu-za ʿù</i> [...] and case <i>i-zu-za</i> .
I5	Oath: king and/or gods	The following clause is present: Tablet and case <b>mu</b> <sup>d</sup> <b>utu</b> <sup>d</sup> AMAR-UTU <i>sin-mu-ba-lí- ʿit</i> [...] [ù] <sup>uru</sup> <b>ud-kib-nun</b> <sup>ki</sup> <i>it-mu-ú</i> - they sworn to Amartu, Sîn-muballit and Sippar.
I6	Witnesses' names, rank/family standing	Witnesses present with <b>igi</b> – before. Names of witnesses and status, e.g. son ( <b>dumu</b> ) of X. Scribe ( <b>dub-sar</b> ) also a witness.
Qualities of Division Text		
I7	Language	Akkadian and few Sumerian words.
I8	Location	Sippar, see oath.
I9	Tablet's condition	Omitted transcription – not good condition.
I10	Number of copies	More than one copy. See text number 10.

I11	Date Formula	None, although the contractual parties sworn to their King Sîn-muballiṭ.
I12	Seals Impressions	Unknown.
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.4: Complex family relationships – combination of 1-3 S10 Sîn-muballiṭ (DM?:S*1), Natural elements: Nat7, Nat12 Nat 7 oath, Nat 12 witnesses.

## 11. (S11) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE BETWEEN SIN-IĶÎŠAM, IBNI-ŠAMAŠ AND IRRA-NÂŠIR; ONLY THE RECORDED AGREED PORTION OF SIN-IĶÎŠAM

### 11.1 Source

It is a division agreement during the reign of king Sîn-mubalit. This text is number 179 in Schorr's "*Urkunde*" (1913:249-250). It is part of M 103 (88-5-12.31). The text is transcribed and translated by Schorr (German), with the researcher's translation in English. The recorded transactions of the other two brothers' agreed awarded assets, are numbers 180 and 191 in Schorr's "*Urkunde*". The text is recorded during the 12<sup>th</sup> reign of Sîn-muballit. No plate available.

### 11.2 Background information

This is a recorded division agreement between brothers Sin-iĳîšam, Ibni-Šamaš and Irra-nâšir. This agreement is a summarising recording of only one brother's agreed terms.

### 11.3 Family members involved

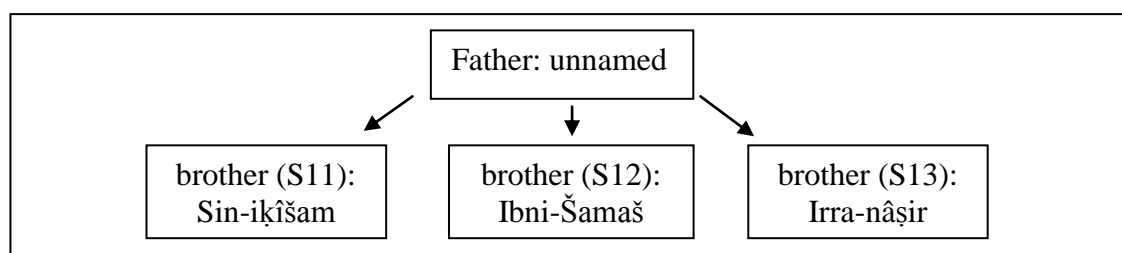


Figure 33 Schematic outline of family: unnamed father and sons Sin-iĳîšam, Ibni-Šamaš and Irra-nâšir

## 11.4 Outline of portions

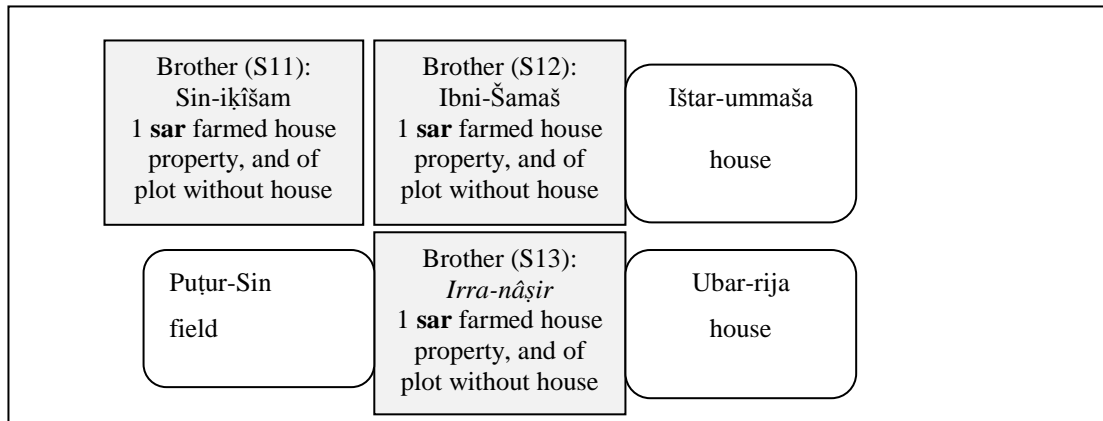


Figure 34 Schematic outline of portions of Sin-iḫiṣam, Ibni-Šamaš and Irra-nâšir.

## 11.5 Outline of division of property

Table 19 Division of assets between contractual parties: brothers Sin-iḫiṣam, Ibni-Šamaš and Irra-nâšir.

Sin-iḫiṣam (S11) <u>this text</u>	Ibni-Šamaš (S12)	Irra-nâšir (S13)
1 <b>sar</b> farmed house property and of plot without house	1 <b>sar</b> farmed house property	1 <b>sar</b> of plot with house and of plot without house

## 11.6 Transcription and translation

Transcription and translation in German, by Schorr (1913:249-250); and translation by the researcher.

	Transcription	Schorr's translation	Researcher's translation
1	1 <b>sar</b> <b>é-dù-a</b>	1 <b>sar</b> Bebautes Hausgrundstück,	1 <b>sar</b> farmed house property,
2	<i>maškanum</i>	Lagerhaus, neben dem Haus des	and a plot without house, near
3	<i>ita bît ib-ni-<sup>ilu</sup>šamaš</i>	Ibni-Šamaš	the house of the Ibni-Šamaš
4	<i>ù ita sūḫim (?)</i>	und neben der Straße(?),	and near the street (?),
5	<i>mu-zu-šu a-na sūḫim</i>	- sein Ausgang ist nach der	its exit is after the road:
6	<i>zitti sin-i-ḫi-ša-am</i>	Straße –	is the inheritance share of
7	<i>sa itti ib-ni-<sup>ilu</sup>šamaš</i>	ist der Erbanteil des Sin-iḫiṣam,	Sin-iḫiṣam, which he received
8	<i>ù ir-ra-na-šir</i>	den er (bei der Teilung)	by mutually agreed division with
	<i>i-zu-ú-zu</i>	mit Ibni-Šamaš	Ibni-Šamaš and Irra-nâšir.

9	<i>iš-tu bi-e a-di ḥurâšim</i>	und Irra-nâšir	From the straw up to the gold;
10	<i>zi-zu-ú ga-am-rum</i>	als anteil erhalten hat.	the division is completed.
11	<i>a-ḥu-um a-na a-ḥi-im</i>	Vom Stroh bis zum Golde	Brother against brother will not
12	<i>ú-ul i-ra-ga-am</i>	haben sie geteilt, sie sind fertig.	raise a complaint against
13	<i>niš<sup>ilu</sup> šamaš<sup>ilu</sup> aja</i>	Einer wird gegen den anderen	another.
14	<i>ù<sup>ilu</sup> sîn-mu-ba-lí-iṭ</i>	nicht Klage erheben.	They have sworn by Šamaš, Aja
15	<b>in-pá(d)-dēmeš</b>	Bei Šamaš, Aja	and (king) Sîn-muballiṭ.
16	<i>maḥar li-bu-ra-am</i> <i>nuḥatimmum</i>	und Sinmuballiṭ	(Following the witnesses-clause)
17	<i>maḥar sin-pu-uṭ-ra-</i> <i>am mâr ê-a-gal(!)-zu</i>	haben sie geschworen.	before Li-bu-ram nuḥatimmum
18	<i>maḥar sin-i-din-nam</i> <i>mâr ma-an-ni(?) -ia</i>		before Sin-puṭ-ra-am son of Êa- gal(!)-zu
19	<i>maḥar warad-ì-lí-šu</i> <i>mâr nu-úr-sin</i>		before Sin-i-din-nam son of Ma- ani(?) -ia
20	<i>maḥar-ša-<sup>ilu</sup>iš-ḥara</i> <i>mâr i-la-a</i>		before Warad-ìlî-šu son of Núr- sin
21	<i>maḥar sin-ma-gir mâr</i> <i>ra-ša(?) -tum</i>		before Ša- <sup>ilu</sup> iš-ḥara son of I-la
22	<i>maḥar warad-</i> <i><sup>ilu</sup>amurrim</i>		before Sin-ma-gir son of Ra- ša(?) -tum
23	<i>maḥar sin-ilum</i> <i>mârû<sup>més</sup> upî<sup>ki</sup>-ja</i>		before Warad- <sup>ilu</sup> Amurrim
24	<i>maḥar li-bur-na-di-šu</i>		before Sin-ilum mârû <sup>més</sup> upî <sup>ki</sup> -ja
25	<i>mâr uš-ta-aš-ni-anum</i>		before Li-bur-na-di-šu
26	<i>maḥar.....</i>		son of Uš-ta-aš-ni-anum
27	<i>maḥar.....</i>		before .....
28	<i>maḥar.....</i>		before.....
29	<b>mu id</b> tu-tu-ḥe-gál	Im Jahre des Kanals Tutu- ḥegallum	before .....
			In the year of the channel Tutu- ḥegallum

## 11.7 Elements of the family deceased division agreement

### (a) *Essential elements*

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	The father of the contractual parties is the estate owner. All three brothers are contractual parties to the division agreement.
E 2	Deceased Estate owner:	It is the deceased father's estate; however his name was not mentioned.
E 3	Estate assets:	In each contract only 1 <b>sar</b> house property with plot, and /or without a house was agreed upon, however there could be other assets, such as movables which were not mentioned in all three texts, and maybe the brothers chose to share in co-ownership. However the term used, namely from "straw to gold" suggests that the whole of the paternal estate was divided.
E 4	Mutual Consent	The beneficiaries as contractual parties consensually agreed to divide the different assets of their deceased family member's estate. Compare the sworn-section: they have sworn by Šamaš, Aja and Sîn-muballiṭ. The presence of witnesses strengthened the proof of consensus. The following terminology strengthened the mutual consent:  Line 9: <i>iš-tu bi-e a-di ḥurâšim</i> : from the straw/chaff up to the gold. Line 10: <i>zi-zu-ú ga-am-rum</i> : the division is completed. Line 12: <i>ú-ul i-ra-ga-am</i> : brother against brother will not raise a complaint against another.
E 6	<i>Raison de'Être</i>	Barter.

### (b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties, in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is/ completely divided straw to gold	Line 9: <i>iš-tu bi-e a-di ḫurâsim</i> : from the straw up to the gold. Line 10: <i>zi-zu-ú ga-am-rum</i> : the division is completed.
Nat 6	No claim	Line 12: <i>ú-ul i-ra-ga-am</i> : brother against brother will not raise a complaint against another.
Nat 7	Oath in temple/oath	No oath in temple. Oath: mentioned the king and gods; Šamaš, Aja and Sîn-muballit. Line 13-15: <i>niš<sup>ilu</sup> šamaš<sup>ilu</sup> aja<sup>ilu</sup> à<sup>ilu</sup> sîn-mu-ba-lí-iṭ in-pá(d)-dēmeš</i> - they have sworn by Šamaš, Aja and (king) Sîn-muballit
Nat 8	Preference portion	None.
Nat 9	Shares: equal	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <i>maḫar</i> . In this text, S11 all of the witnesses, present during the conclusion of the agreement, were present. As time progressed with the drawn up of these tablets, some of the witnesses left.

	Witnesses clause comparison		S11 (mentions son of..)	S12 (only names)	S13 (only names)
	Names:		Li-buram Li-bur-nadi-šu Ša- <sup>ilu</sup> iš-ḫara Sin-put-ram Sin-i-dinam Sin-ma-gir Sin-ilum Warad-īlī-šu Warad- <sup>ilu</sup> Amurrim Uš-ta-aš-ni-anum before ..... before ..... before.....	Li-buram Libur-nadi-šu Ša- <sup>ilu</sup> iš-ḫara Sin-put-ram Sin-i-dinam Sin-magir Sin-ilum Warad-īlī-šu Warad- <sup>ilu</sup> Amurrim	Li-buram Libur-nadi-šu Ša- <sup>ilu</sup> iš-ḫara Sin-put-ram Sin-i-dinam Sin-magir Sin-ilum Warad-īlī-šu Warad- <sup>ilu</sup> Amurrim
	Total		13	9	9

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Names were mentioned. It was implied in the text that the contractual parties were brothers, namely brother (S11): Sin-iḫīšam, brother (S12): Ibni-Šamaš, brother (S13): Irra-nâšir.
I2	Birth Order of brothers	Not mentioned in text.
I3	Description of assets: thorough description,	House and plot without a house mentioned. The parties concluded entire estate is divided, and use the terms from straw up to gold to underlined it. The house and plot without a house, were described according to situation or, X next to name of neighbour and some



	value	description as where the exit of the property was. Lines: 1-4: 1 <b>sar</b> farmed house property, with plot without a house, near the house of the Ibni-Šamaš and near the street (?), - its exit is after the street.
I4	Special legal terms/ Symbolism	Line 9: <i>iš-tu bi-e a-di ħurâšim</i> : from the straw up to the gold. Line 10: <i>zi-zu-ú ga-am-rum</i> : the division is completed. Line 12: <i>ú-ul i-ra-ga-am</i> : brother against brother will not raise a complaint against another.
I5	Oath: king and/or gods	Mentioned the king and gods; Šamaš, Aja and Sîn-muballiṭ. Line 13-15: they have sworn by Šamaš, Aja and (king) Sîn-muballiṭ.
I6	Witnesses' names, rank/family standing	Thirteen of the witnesses were present in this text. In this text, more witnesses as in texts S12 and S13. Also in this text only: status, e.g. son ( <i>mâr</i> ) of X, were mentioned.
Qualities of Division Text		
I7	Language	Akkadian with a few words of Sumerian.
I8	Location	Sippar.
I9	Tablet's condition	Good, no text omitted.
I10	Number of copies	Three recorded agreements. Each brother agreed to an awarded share of sole ownership as recorded on one tablet. This is concise recording and each brother kept his copy of the agreement, for proof of his agreed divided portion of sole ownership.
I11	Date Formula	Line 29: <i>mu íd tu-tu-ḥe-gál</i> – In the year of the channel Tutu-ḥegallum. Sîn-muballiṭ's 12 <sup>th</sup> regal year (Babylon): <b>mu íd-<sup>d</sup>tu-tu-hé-gál mu-un-ba-al</b> . Year (Sînmuballit) dug the canal (called) 'Tutu-hegal/Tutu is abundance'. <sup>27</sup>
I12	Seals Impressions	Not known
I13	Rhythm sequence	Essential elements: Sippar seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)*, S11 Sîn-muballiṭ.

<sup>27</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K5.htm>. Cited 2 February 2012.

	Special Style	Natural elements: Sippar seq Nat2: 5,6,7,12: Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.
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## 12. (S12) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE BETWEEN SIN-IĶÎŠAM, IBNI-ŠAMAŠ AND IRRA-NÂŠIR; ONLY THE RECORDED AGREED PORTION OF IBNI-ŠAMAŠ

### 12.1 Source

This is a division agreement during the reign of king Sîn-mubalit is text number 180 in Schorr's "*Urkunde*" (1913:249-250) and part of M 103 (88-5-12.31). The is the text transcribed and translated by Schorr in German, with the researcher's translation in English. Similar recorded transactions of the other two brothers reflect their agreed assets to the agreement. They are numbers numbers 179 and 191 in Schorr's "*Urkunde*". The text is recorded during the 12<sup>th</sup> reign of Sîn-muballit.

### 12.2 Background information

This is a recorded division agreement between brothers Sin-iĳîšam, Ibni-Šamaš and Irra-nâšir, and reflected only one of three brother's agreed awarded assets, namely Ibni-Šamaš's divided assets.

### 12.3 Family members involved

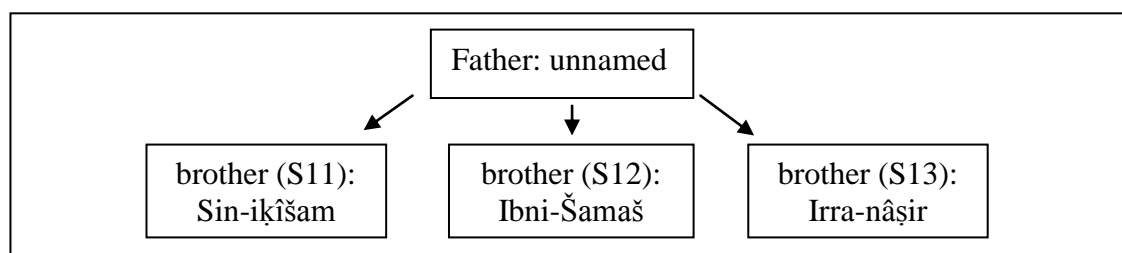


Figure 35 Schematic outline of family: unnamed father and sons Sin-iĳîšam, Ibni-Šamaš and Irra-nâšir

## 12.4 Outline of portions

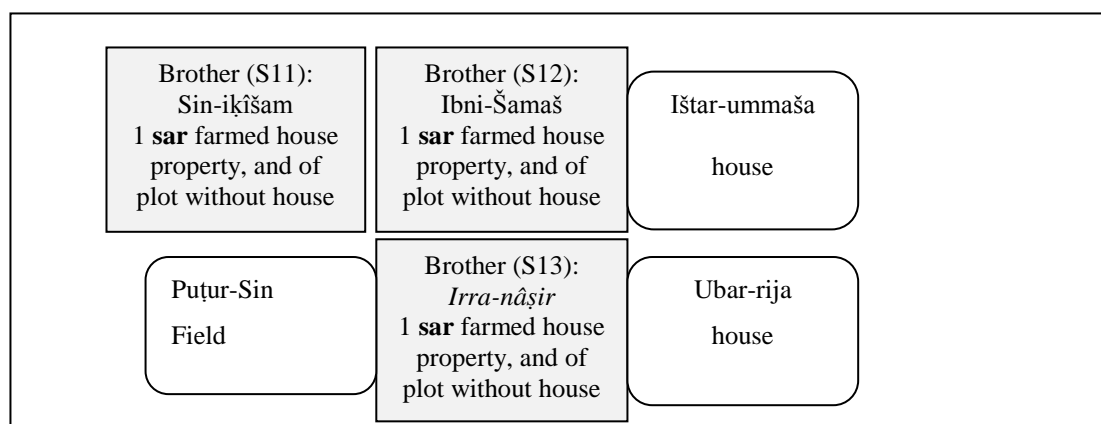


Figure 36 Schematic outline of portions of Sin-iḫiṣam, Ibni-Šamaš and Irra-nâšir

## 12.5 Outline of division of property

Table 20 Division of assets between contractual parties: brothers Sin-iḫiṣam, Ibni-Šamaš and Irra-nâšir

Sin-iḫiṣam (S11)	Ibni-Šamaš (S12) <u>this text</u>	Irra-nâšir (S13)
1 sar farmed house property and a plot without house	1 sar farmed house property	1 sar of plot with house and of plot without house

## 12.6 Transcription and translation

Transcription by Schorr and German translation (Schorr 1913:249-250), and translation by the researcher.

	Transcription	Schorr's translation	Researcher's translation
1	1 sar é-dù-a	1 sar Bebautes Hausgrundstück,	1 sar farmed house
2	maškanum	neben dem Haus des Sin-iḫiṣam	property,
3	ita bît sin-i-ḫi-ša-am	und neben dem Hause der Iṣtar-ummaša –	near the house Sin-iḫiṣam
4	ù ita bît iṣtar-um-ma-ša	Allen Ausgang sind nach der Straße –	and near the house Iṣtar-ummaša –
5	ammatum mu-zu-um a-	ist der Erbanteil des Ibni-Šamaš,	all exits are after the street:

5	<i>na sūkim</i>	den er (bei der Teilung) mit Sin-	
6	<i>zitti ib-ni-<sup>ilu</sup>šamaš</i>	ikîšam und Irra-nâšir als Anteil	is the inheritance share of
7	<i>ša itti sin-i-ki-ša-am</i>	erhalten hat.	Ibni-Šamaš, which he
8	<i>ù ir-ra-na-šir</i>	Vom Stroh bis zum Golde	received by division with
9	<i>i-zu-ú-zu</i>	haben sie geteilt.	Sin-ikîšam and Irra-nâšir.
10	<i>iš-tu bi-e a-di hurâšim</i>	Sie sind fertig.	From the straw up to gold;
		Einer wird gegen den anderen	
11	<i>zi(!)-zu-ú</i>	nicht Klage erheben.	the division is completed.
12	<i>a-ḫu-um a-na a-ḫi-im</i>		Brother against brother will
13	<i>ú-ul i-ra-ga-am</i>	Bei Šamaš, Aja,	not raise a complaint
		Marduk	against another.
14	<i>niš<sup>ilu</sup>šamaš<sup>ilu</sup>aja</i>	und Sîn-muballit	They have sworn by
15	<i><sup>ilu</sup>mar-duk</i>	haben sie geschworen.	Šamaš, Aja, Marduk
16	<i>ù sin-mu-ba-[lí-iṭ]</i>		and (king) Sîn-muballit
17	<b>in-pá(d)[dēmeš]</b>		
18	<i>maḫar sin-pu-uṭ-ra-am</i>		before Sin-put-ram
19	<i>maḫar sin-i-din-nam</i>		before Sin-idinam
20	<i>maḫar li-bu-ra-am</i>		before Li-buram
21	<i>maḫar warad-ì-lí-šu</i>		before Warad-ilīšu
22	<i>maḫar-ša-<sup>ilu</sup>iš-ḫa-ra</i>		before -Ša- <sup>ilu</sup> iš-ḫara
23	<i>maḫar sin-ma-gir</i>		before Sin-magir
24	<i>maḫar warad-<sup>ilu</sup>amurrim</i>		before Warad- <sup>ilu</sup> Amurrim
25	<i>maḫar sin-ilum</i>		before Sin-ilum
26	<i>maḫar li-bur-na-di-šu</i>		before Libur-nadi-šu
	<b>mu id</b> <i>tu-tu-ḫe-gál</i>	Im Jahre des Kanals Tutu- ḫegallum	Year of the channel Tutu- ḫegallum.

## 12.7 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	The contractual parties are brothers, and estate owner is the deceased father. The agreement is between brothers Sin-iḫīšam, Ibni-Šamaš and Irra-nāšir and reflected only one of three brother's agreed awarded assets, namely Ibni-Šamaš's divided assets.
E 2	Deceased Estate owner	The father's name is mentioned.
E 3	Estate assets: fully or partially divided	This is a recording of only one of the three brothers' agreed awarded assets. The house property was included. No movables were mentioned in the agreement. However, the contractual parties concluded that everything in the estate is divided and the term is used "from straw up to gold". It could be that the movables were not considered by the contractual parties as significant enough, and therefore there was an omission of their reference in the text.
E 4	Mutual Consent	The beneficiaries as contractual parties consensually agreed to divide the different assets of their deceased family member's estate. Line 9: <i>zi(!)-zu-ú</i> - the division is completed.
E 6	<i>Raison de'Être</i>	Barter.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Sippar between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	None.

Nat 5	Much as there is much as there is/ completely divided /straw to gold	Line 9: <i>zi(!)-zu-ú</i> - the division is completed. Line 10: <i>iš-tu bi-e a-di ħurâšim</i> - from the straw up to the gold.
Nat 6	No claim	Line 12: <i>a-ĥu-um a-na a-ĥi-im ú-ul i-ra-ga-am</i> - brother against brother will not raise a complaint against another.
Nat 7	Oath in temple/oath	No oath in temple. Oath: to king and gods. One god more than in Si1: Marduk is added. Lines 14-17: <i>niš<sup>ilu</sup> šamaš<sup>ilu</sup> aja;<sup>ilu</sup> mar-duk; ù sin-mu-ba-[lí-iṭ]; in- pá(d)-[dèmeš]</i> - they have sworn by Šamaš, Aja, Marduk and Sîn-muballit.
Nat 8	Preference portion	None.
Nat 9	Shares: equal	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <i>maḥar</i> . In this tablet there were less witnesses, only nine. Thus the witnesses recorded on the tablet were the same names as reflected in text S11. It is possible that the recorded transactions on clay tablets were not done simultaneously. It seems that the texts, S12 and S13 were later recorded, and due to time progressed with the drawn up of these two tablets, some of the witnesses left. In this text 12, only the witnesses names were mentioned and not there status.

	Witnesses clause comparison	S11 (mentions son of..)	S12 (only names)	S13 (only names)
	Names:	Li-buram Li-bur-nadi-šu Ša- <sup>ilu</sup> iš-ḫara Sin-puṭ-ram Sin-i-dinam Sin-ma-gir Sin-ilum Warad-ilí-šu Warad- <sup>ilu</sup> Amurrim Uš-ta-aš-ni-anum before ..... before ..... before.....	Li-buram Libur-nadi-šu Ša- <sup>ilu</sup> iš-ḫara Sin-puṭ-ram Sin-i-dinam Sin-magir Sin-ilum Warad-ilí-šu Warad- <sup>ilu</sup> Amurrim	Li-buram Libur-nadi-šu Ša- <sup>ilu</sup> iš-ḫara Sin-puṭ-ram Sin-i-dinam Sin-magir Sin-ilum Warad-ilí-šu Warad- <sup>ilu</sup> Amurrim
	Total	13	9	9

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties	Mentions only the brothers' names and the context of the text the parties are brothers: Sin-iḫîšam, Ibni-Šamaš and Irra-nâšir.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Property describe regarding location and place of exit, and also given neighbours name. E.g. lines 1- 5: - 1 <b>sar</b> farmed house property, near the house Sin-iḫîšam; and near the house Ištar-ummaša – all exits are after the street.



I4	Special legal terms/ Symbolism	Lines 6-9: <i>zitti ib-ni-<sup>ilu</sup>šamaš ša itti sin-i-ki-ša-am ù ir-ra-na-šir i-zu-ú-zu</i> - is the inheritance share of Ibni-Šamaš, Sin-i-kišam and Irra-nâšir; Line 10: <i>iš-tu bi-e a-di hurâšim</i> - from the straw up to the gold; Line 9: <i>zi(!)-zu-ú</i> - the division is completed. Line 12: <i>a-ḥu-um a-na a-ḥi-im ú-ul i-ra-ga-am</i> - brother against brother will not raise a complaint against another.
I5	Oath: king and/or gods	Oath king and gods. One god more than in S13: Marduk is added. Lines 14-17: they have sworn by Šamaš, Aja, Marduk and Sîn-muballiṭ.
I6	Witnesses' names, rank/family standing	Less witnesses – same names as reflected in other two recorded transactions of brothers, however in this tablet there are fewer witnesses. Lines 18-26: <i>maḥar</i> – witnesses.
Qualities of Division Text		
I7	Language	Akkadian with a few Sumerian words.
I8	Location	Sippar.
I9	Tablet's condition	Good – no text omitted.
I10	Number of copies	Three brothers involved in agreement – each brother received his own recorded agreement pertaining his agreed divided assets.
I11	Date Formula	Last line of tablet: <b>mu íd tu-tu-ḥe-gál</b> - Year of the channel Tutu-ḥegallum. This is a recording in the 12 <sup>th</sup> reign of <i>Sîn-muballiṭ</i> <b>mu íd-<sup>d</sup>tu-tu-ḥe-gál mu-un-ba-al</b> . “Year (Sîn-muballiṭ) dug the canal (called) 'Tutu-hegal / Tutu is abundance'” <sup>28</sup>
I12	Seals Impressions	Unnamed.
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)*, S12 <b>é-dù-a</b> Sîn-muballiṭ. Natural elements: Sippar seq Nat2: 5,6,7,12: Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

<sup>28</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K5.htm>. Cited 2 February 2012.

### 13. (S13) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE BETWEEN SIN-IĶÎŠAM, IBNI-ŠAMAŠ AND IRRA-NÂŠIR; ONLY THE RECORDED AGREED PORTION OF IRRA-NÂŠIR

#### 13.1 Source

Text no 181 in Schorr's "*Urkunde*" (1913:249-250). It is part of CT II4 (88-5-12,60). The text is transcribed and translated by Schorr (in German) with the researcher's translation in English. Duncan (1914:176-177) also transcribed and translated the tablet in English, but only this agreement of Irra-nâšir. Duncan's transcription differs from Schorr. The text is recorded during the 12<sup>th</sup> reign of Sîn-muballiṭ.

#### 13.2 Background information

This is a recorded division agreement between brothers Sin-iĳîšam, Ibni-Šamaš and Irra-nâšir during the reign of Sîn-muballiṭ, reflecting only the one brother's agreed awarded assets, namely Irra-nâšir's division.

The text is transcribed and translated by Schorr (1913:249-250) in German, with the researcher's translation in English.

#### 13.3 Family members involved

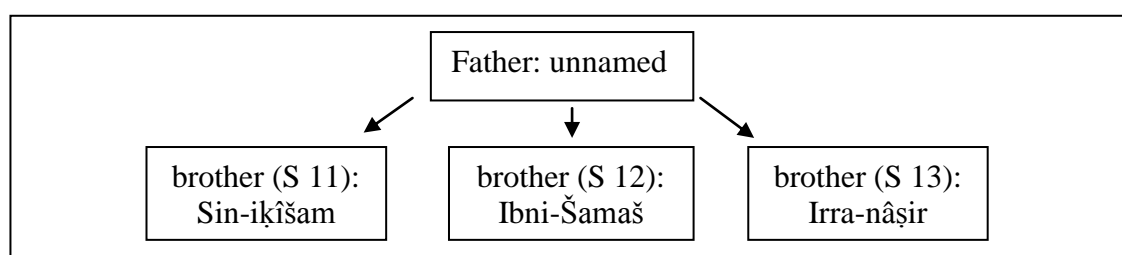


Figure 37 Schematic outline of family: unnamed father and sons Sin-iĳîšam, Ibni-Šamaš and Irra-nâšir

### 13.4 Outline of portions

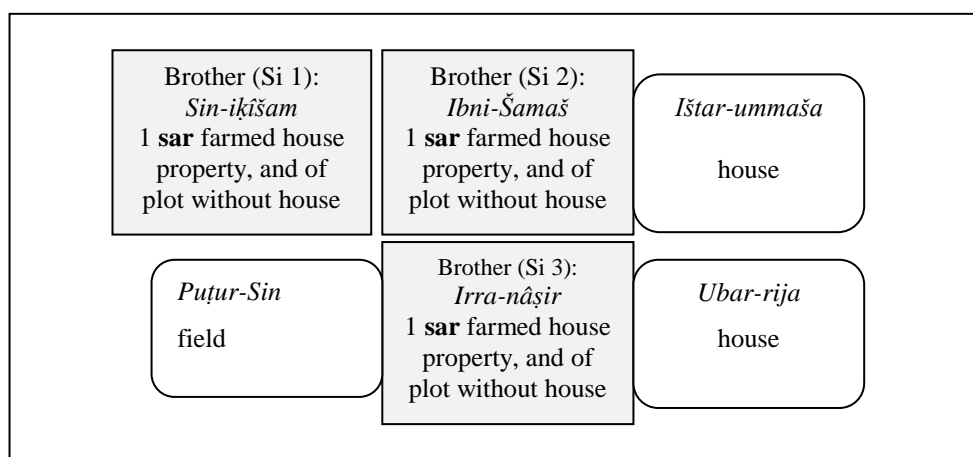


Figure 38 Schematic outline of portions of Sin-iḫīšam, Ibni-Šamaš and Irra-nâšir

### 13.5 Outline of division of property

Table 21 Division of assets between contractual parties: brothers Sin-iḫīšam, Ibni-Šamaš and Irra-nâšir

Sin-iḫīšam (S11)	Ibni-Šamaš (S12)	Irra-nâšir (S13) <u>this text</u>
1 sar farmed house property and a plot without house	1 sar farmed house property	1 sar of plot with house and of plot without house

### 13.6 Transcription and translation

Transcription by Schorr (1913:249-250) and translation by the researcher.

	Transcription	Schorr's translation	Researcher's translation
1	1 sar é-dù-a ù maškanum <sup>29</sup>	Ein Sar Bebautes Hausgrundstück, samt Lagerhaus,	1 sar of plot with house and of plot without house,
2	ita bît u-bar-ri-ia	neben dem Haus des Ubar-rija	on the one side adjoining the house Ubar-rija,
3	ù ita bît pu-ṭur-sin	und neben dem Hause des Puṭur-Sin –	and on the other side adjoining the field of Puṭur-Sin –
4	ammatum mu-zu-um a-na sūḫim	zwei Ellen Ausgang	the second exit being toward the

<sup>29</sup> The word *maškanum* was transcribed as KIZ-LAH. Duncan (1914:176-177) considers this word's meaning as "uncultivated ground, or ground not covered with buildings" in contrast with the *é-dù-a* which means "built house of land covered by buildings". Duncan (1914:177) suggested the meaning as "plot without a house".

5	<i>zitti ir-ra-na-šir</i>	sind nach der Straße –	street:
6	<i>ša itti sin-i-ki-ša-am</i>	ist der Erbanteil des	is the inheritance portion of Irra-
7	<i>ù ib-ni-<sup>ilu</sup>šamaš</i>	Irra-nâšir,	nâšir,
8	<i>i-zu-ú-zu</i>	welchen er (bei der	which he received by division
9	<i>iš-tu bi-e a-di ḫurâšim<sup>30</sup></i>	Teilung) mit Sin-iḫiṣam	with Sin-iḫiṣam and Ibni-Šamaš.
10	<i>zi(!)-zu-ú ga-a-rum</i>	und Ibni-Šamaš	
11	<i>a-ḫu-um a-na a-ḫi-im</i>	als Anteil erhalten hat.	From the straw up to the gold
12	<i>ú-ul i-ra-ga-am</i>	Vom Stroh bis zum	the division is completed.
		Golde van strooi na	Brother against brother will not
		goud haben sie geteilt,	raise a complaint against another.
		sind fertig. Nicht wird	
		einer gegen den	
		anderen klagen.	
13	<i>niš<sup>ilu</sup>šamaš<sup>ilu</sup>aja</i>	Bei Šamaš, Aja,	They have sworn by Šamaš, Aja,
14	<i><sup>ilu</sup>mar-duk</i>	Marduk und	Marduk and Sîn-muballiṭ.
15	<i>ù sin-mu-ba-[lî-iṭ]</i>	Sinmuballiṭ haben sie	
16	<b>in-pá(d)-[démēš]</b>	geschworen.	
17	<i>maḫar sin-pu-uṭ-ra-am</i>		before Sin-put-ram
18	<i>maḫar li-bu-ra-am</i>		before Li-buram
19	<i>maḫar sin-ma-gir</i>		before Sin-magir
20	<i>maḫar sin-i-din-nam</i>		before Sin-idinnam
21	<i>maḫar warad-ì-lí-šu</i>		before Warad-ìlî-šu
22	<i>maḫar-ša-<sup>ilu</sup>iš-ḫa-ra</i>		before Ša- <sup>ilu</sup> Išḫara
23	<i>maḫar warad-<sup>ilu</sup>amurrim</i>		before Warad- <sup>ilu</sup> Amurrim
24	<i>maḫar sin-ilum</i>		before Sin-ilum
25	<i>maḫar li-bur-na-di-šu</i>	Im Jahre des Kanals	before Libur-nadi-šu
26	<b>mu id</b> <i>tu-tu-ḫe-gál</i>	Tutu-ḫegallum	In the year when the canal of Tutu-ḫegal [was dug].

<sup>30</sup> Duncan (1914:177) discusses the term from chaff (straw) to gold: *iš-tu bi-e a-di ḫurâšim* – and transcribed it as *iš-tu bi-e a-di ḫurâši*. According to Duncan it was previously thought to mean “from mouth to gold”, and through oral agreement the transaction was settled by payment. It now seems that the word **bi-e** is from the word **pū** which means not “mouth”, but “thrested straw” or “chaff”. In addition the expression “chaff to gold” refers to “from the least valuable to the most valuable” – thus complete division of all the property has been made (Duncan 1914:177). Cf. CAD I the term can be translated as everything in value that has been divided among the contractual parties.

### 13.7 Elements of the Division Agreement

#### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	The brothers are contractual parties and estate owner is the deceased father of brothers Sin-iḫīšam, Ibni-Šamaš and Irra-nâšir, during the reign of Sînmuballit, reflecting only the one brother's agreed awarded assets, namely Irra-nâšir's division.
E 2	Deceased Estate owner:	Father's name not mentioned in the text.
E 3	Estate assets: fully or partially divided	This is a recording of only one of the three brothers' agreed portion. Plot with house, and of plot without house are the assets awarded to the one brother. Probably some movables involved, although not mentioned, however the contractual parties concluded that everything in the estate is divided and the term is used "from straw up to gold". Line 9: <i>iš-tu bi-e a-di ḫurâšim</i> - From the straw up to the gold.
E 4	Mutual Consent	The beneficiaries as contractual parties consensually agreed to divide the different assets of their deceased family member's estate. Line 10: <i>zi(!)-zu-ú ga-a-rum</i> - the division is completed.
E 6	<i>Raison de'Être</i>	Division of the communal shared inheritance by exchange (barter).

#### (b) Natural elements

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties, in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.

Nat 3	Division by lots/in good will ( <sup>giš</sup> <b>sub-ba</b> <i>/išqu</i> )	None.
Nat 4	Heart is satisfied	None.
Nat 5	As much as there is  /completely divided  ga-am- ru/straw to gold	Line 10: <i>zi(!)-zu-ú ga-a-rum</i> - the division is completed. Line 9: <i>iš-tu bi-e a-di ḫurâšim</i> - from the straw up to the gold.
Nat 6	No claim	Lines 11-12: <i>a-ḫu-um a-na a-ḫi-im ú-ul i-ra-ga-am</i> - brother against brother will not raise a complaint against another.
Nat 7	Oath in temple/oath	No oath in temple. Oath: lines 13-16: <i>niš<sup>ilu</sup>šamaš<sup>ilu</sup> aja<sup>ilu</sup>mar-duk ù sin-mu-ba-[lí-iṭ] in-pá(d-[dēmeš])</i> - they have sworn by Šamaš, Aja, Marduk and Sîn-muballit.
Nat 8	Preference portion	None.
Nat 9	Shares: equal	None.
Nat 10	Trust (Trustee)	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <i>maḫar</i> . In this text, S13 only nine witnesses.  It is possible that the recorded transactions on clay tablets were not done simultaneously.

	Witnesses clause comparison	S11 (mentions son of..)	S12 (only names)	S13 (only names)
	Names:	Li-buram Li-bur-nadi-šu Ša- <sup>ilu</sup> iš-ḫara Sin-puṭ-ram Sin-i-dinam Sin-ma-gir Sin-ilum Warad-īlī-šu Warad- <sup>ilu</sup> Amurrim Uš-ta-aš-ni-anum before ..... before ..... before.....	Li-buram Libur-nadi-šu Ša- <sup>ilu</sup> iš-ḫara Sin-puṭ-ram Sin-i-dinam Sin-magir Sin-ilum Warad-īlī-šu Warad- <sup>ilu</sup> Amurrim	Li-buram Libur-nadi-šu Ša- <sup>ilu</sup> iš-ḫara Sin-puṭ-ram Sin-i-dinam Sin-magir Sin-ilum Warad-īlī-šu Warad- <sup>ilu</sup> Amurrim
	Total	13	9	9

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties	Mentions only the names and from context of text the contractual parties are brothers Sin-iḫīšam, Ibni-Šamaš and Irra-nâšir.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description,	Property describe regarding location and place of exit and also given neighbours name. Lines 1-3: 1 <b>sar ê-dù-a</b> <i>ù maškanum ita bît u-bar-ri-ia</i> <i>ù ita bît pu-ṭur-sin ammatum mu-zu-um a-na sūḫim</i> - 1 <b>sar</b> of plot with house, and of plot without house, on the one side adjoining

	value	the house Ubar-rija and on the other side adjoining the field of Puṭur-Sin – the second exit being toward the street. It seems that the whole estate was divided due to the terms in line 9: <i>iš-tu bi-e a-di ḥurâšim</i> , line 10: <i>zi(!)-zu-ú ga-a-rum</i> : translated as “from the straw up to the gold” and, “the division is completed”, although no movables mentioned.
I4	Special legal terms/ Symbolism	Line 5: <i>zitti ir-ra-na-šir</i> - is the inheritance portion of <i>Irra-nâšir</i> . Lines 6: 8: <i>ša itti sin-i-ki-ša-am ù ib-ni-<sup>ilu</sup>šamaš i-zu-ú-zu</i> - which he received by division with Sin-iḳîšam and Ibni-Šamaš. Line 9: <i>iš-tu bi-e a-di ḥurâšim</i> - from the straw up to the gold. Line 10: <i>zi(!)-zu-ú ga-a-rum</i> - the division is completed. Lines 11-12: <i>a-ḥu-um a-na a-ḥi-im ú-ul i-ra-ga-am</i> - brother against brother will not raise a complaint against another.
I5	Oath: king and/or gods	No oath in temple. Oath: lines 13-16 - they have sworn by Šamaš, Aja, Marduk and Sîn-muballiṭ.
I6	Witnesses' names, rank/family standing	Fewer witnesses as in the other two recorded transactions, although same witnesses.
Qualities of Division Text		
I7	Language	Akkadian and a few words in Sumerian.
I8	Location	Sippar.
I9	Tablet's condition	Good, no text omitted.
I10	Number of copies	This is concise recording and each brother kept his copy of the agreement, for proof of his agreed divided portion of sole ownership.
I11	Date Formula	Line 26: <b>mu id tu-tu-ḥe-gál</b> - in the year when the canal of Tutu-ḥegal [was dug]. It is a recording during Sîn-muballiṭ 12th regal year (Babylon): <b>mu id-<sup>d</sup>tu-tu-ḥe-gál mu-un-ba-al</b> . Year (Sînmuballit) dug the canal (called) ‘Tutu-hegal/Tutu is abundance’. <sup>31</sup>

<sup>31</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K5.htm>. Cited 2 February 2012.



I12	Seals Impressions	Unknown.
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)* S13 Sîn-muballit. Natural elements: Sippar seq Nat2: 5,6,7,12: Nat 5 completely divided <i>ga-am-ru/istu</i> , Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

## 14. (S14) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF SIN-NIA BETWEEN BROTHERS IDINAM, MUNANUM AND Úĥ<sup>ki</sup>IDINAM REGARDING THE AGREED DIVIDED SHARE OF MUNANUM

### 14.1 Source

Sippar text from Dekiere (1994a:195) number 127, and he refers to the text as “division of real estate”. The text is recorded during the 19<sup>th</sup> reign of Sîn-muballit. Dekiere (1994a:195) transliterates following with the researcher’s translation.

### 14.2 Background information

The text is a recorded division agreement between brothers: Idinam, Munanum and Úĥ<sup>ki</sup>idinam regarding the agreed divided share of Munanum in the deceased estate of Sin-nia.

### 14.3 Family members involved

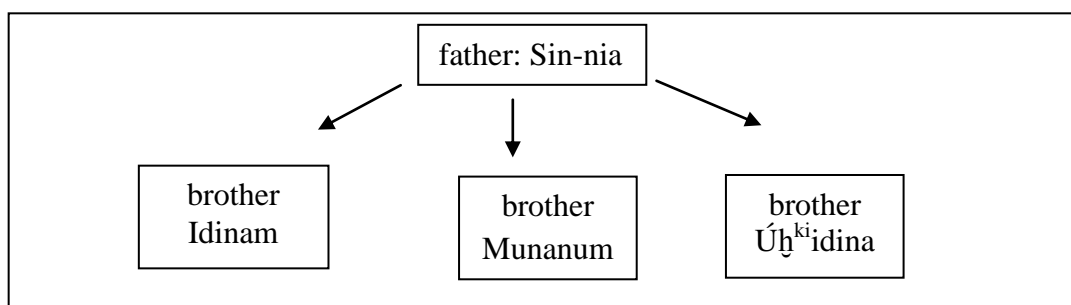


Figure 39 Schematic outline of family: father Sin-nia and sons Idinam, Munanum and Úĥ<sup>ki</sup>idinam

## 14.4 Transcription and translation

Obv.		
1	$5/6$ sar $8 \frac{1}{3}$ <b>gín é da é</b> <i>a-li-kum</i>	$5/6$ <b>sar</b> $8 \frac{1}{3}$ <b>gín</b> house (located) next to the house of Alikum
2	<b>da é</b> <sup>d</sup> utu-dingir <b>da</b> ìr- <sup>d</sup> utu <b>da é</b> <i>sin-na-šir</i>	(located) next to the house of <sup>d</sup> Utu-dingir, (located) next to ìr- <sup>d</sup> utu, (located) next to the house of Sinašir
3	ù <b>da é</b> <sup>ki</sup> úh- <i>i-din-nam</i> <b>šeš.a-ni</b>	and next to the house of <sup>ki</sup> Úh <sup>ki</sup> idinam his brother
4	$5 \frac{2}{3}$ <b>kùš sag</b> <i>i-ga-ar-*</i> <sup>ru</sup> ? <i>*ša bi-ri-tim</i>	$5 \frac{2}{3}$ <b>kùš</b> (unit) ?
5	<sup>l</sup> mu-na-nu-um ù <i>sin-na-šir</i> <i>*x bu-šu</i> ? *	Munanum and Sinašir <i>*x bu-šu</i> ? *
6	<b>sag-bi</b> <i>*sila</i> ? <b>x</b> <i>*è-a</i>	at its front end of the built house of sila:
7	<b>ha-la</b> <i>mu-na-nu-um</i> <b>dumu</b> <sup>d</sup> EN-ZU- <i>ni-ia</i>	are the inheritance share of Munanum son of Sîn-nia
8	<sup>ša</sup> ? <sup>ki</sup> úh- <i>i-din-nam</i> - <b>šeš.a-ni</b>	with Idinam his brother.
9	<i>i-zu-zu zi-zu ga-am-ru</i>	They divided, they shared, the division is finished,
10	<b>ud-kúr-šè</b> <i>a-ḫu-um a-na a-ḫi-im</i>	brother to brother they will not return.
11	<i>ú-ul i-ra-ga-am</i>	They will not lay a word against each other.
12	<b>mu</b> <sup>d</sup> utu <sup>d</sup> a-a <sup>dr</sup> AMAR <sup>u</sup> -UTU	They sworn by Amartu and Sîn-muballiṭ.
Lo.E.		
13	<sup>u</sup> ? EN-ZU- <i>mu-ba-lí-’iṭ</i> ?	
14	<sup>in</sup> ?-pàd-dè-meš	
Rev.		(text damaged)
15	<b>igi</b> <sup>a-píl</sup> ?-ku-bi <b>dumu</b> <i>šu-pi-’x</i> ?	before <sup>a-píl</sup> ?-ku-bi son of Šu-pi-’x?
16	<b>igi</b> <i>ip-qú-sa</i> <b>dumu</b> <sup>d</sup> utu- <i>*x-sin</i> *	before Ip-qú-sa son of <sup>d</sup> Utu- <i>*x-sin</i> *
17	<sup>igi</sup> ? <sup>ta</sup> ?-ab-gi-ri- <sup>d</sup> utu <b>dumu</b> <i>nu-úr-ì-lí-šu</i>	‘before’ <sup>ta</sup> ?-ab-gi-ri- <sup>d</sup> Utu <sup>u</sup> son of Nu-úr-ì-lí-šu
18	<sup>igi</sup> ?[BIL <sup>u</sup> ]-GI <sup>u</sup> - <i>mu-tab-bil</i>	‘before’ <sup>d</sup> [BIL <sup>u</sup> ]-GI <sup>u</sup> -mu-tab-bil
19	<sup>...</sup> ?-ti <b>dumu-meš</b> ìr- <sup>d</sup> utu	‘...’-ti children of ìr- <sup>d</sup> Utu
20	<sup>igi</sup> ...?-ša <b>dumu</b> <sup>d</sup> EN-ZU- <i>i-qí-ša-am</i>	‘before...’-ša son of <sup>d</sup> Sîn-i-qí-ša-am

21	‘ <b>igi</b> ...’-‘ <b>l</b> ’-‘ <b>l</b> ’ <b>dumu</b> <sup>d</sup> <i>utu-a-bu-ni</i>	‘before...’-‘ <b>l</b> ’-‘ <b>l</b> ’ son of <sup>d</sup> Utu-a-bu-ni
22	‘ <b>igi</b> ...’ <b>dumu</b> <i>nu-úr</i> - <sup>d</sup> * x x *	‘before...’ son of Nu-úr- <sup>d</sup> * x x *
23	‘ <b>igi</b> ’ [...] ‘ka’ <b>dumu</b> <i>u-bar dingir dam<sup>?</sup>/nin<sup>?</sup>-su</i>	‘before’ [...] ‘ka’ son of U-bar Dingir dam <sup>?</sup> /nin <sup>?</sup> -su
24	‘ <b>igi</b> ...’ <b>dumu</b> <i>dingir-šu-ba-ni</i>	‘before...’ son of Dingir-šu-bani
25	‘...’-ia	‘...’-ia
26	‘ <b>igi</b> ’ a- <i>píl-ì-lí-šu</i> <b>dub-sar</b>	‘before’ A-píl-ì-lí-šu , scribe.
U.E.		
27	‘ <b>mu</b> ’ <sup>d</sup> <i>utu</i> <sup>d</sup> <i>iškur-ra</i>	Year after the year the daises of Šamaš.

#### 14.5 Elements of the family deceased division agreement

##### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	The text is a recorded division agreement between brothers: Idinam, Munanum and Ú <sup>ki</sup> idinam regarding the agreed divided share of Munanum in the estate of Sin-nia. Words used are “son of” ( <b>dumu</b> ) and “his brother” ( <b>šeš-a-ni</b> ).
E 2	Estate owner/ Benefactor:	Father Sin-nia.
E 3	Estate assets: fully or partially divided	Houses.
E 4	Mutual Consent	The following clause is present: line 9: <i>i-zu-zu zi-zu ga-am-ru</i> – they divided, they shared, the division is finished.
E 5	<i>Raison de Être</i>	Exchange.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties, in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will ( <sup>giš</sup> <b>sub-ba</b> / <i>išqu</i> )	None.
Nat 4	Heart is satisfied	None.
Nat 5	As much as there is/ completely divided/ straw to gold	Line 9: <i>i-zu-zu zi-zu ga-am-ru</i> - they divided, they shared, the division is finished.
Nat 6	No claim	Line 10: <b>ud-kúr-šè</b> <i>a-ḫu-um a-na a-ḫi-im</i> - brother to brother they will not return. Line 11 : <i>ú-ul i-ra-ga-am</i> -they will not lay a word against each other.
Nat 7	Oath in temple/ oath	Lines 12-14: <b>mu</b> <sup>d</sup> <b>utu</b> <sup>d</sup> <b>a-a</b> <sup>d</sup> AMAR'-UTU 'ù' EN-ZU- <i>mu-ba-lí- 'iṭ'</i> <b>'in'-pàd-dè-meš</b> - they sworn by Amartu and Sîn-muballit.
Nat 8	preference portion	None.
Nat 9	Shares: equal	None.
Nat 10	Trustee	None.

Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Names of contractual parties mentioned with status ( <b>dumu</b> ) son of X.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Description, position on or in relating to the unit, e.g $\frac{5}{6}$ <b>sar</b> $8\frac{1}{3}$ <b>gín</b> house (located) next to the house of <i>Alikum</i> , (located) next to the house of <sup>d</sup> <i>Utu-dingir</i> (located) next to <i>Ìr-dutu</i> , (located) next to the house of <i>Sinašir</i> and (located) next to the house of <i>Úh<sup>ki</sup>idinam</i> his brother.
I4	Special legal terms/ Symbolism	<p>Line 7: <b>ḥa-la</b> <i>mu-na-nu-um</i> <b>dumu</b> <sup>d</sup>EN-ZU-<i>nī-ia</i> - is the share of Munanum son of Sin-nia.</p> <p>Line 8: <sup>r</sup><i>ša</i> <b>ki</b> <i>úh<sup>ki</sup>-i-din-nam</i> – <b>šeš-a-ni</b> - with Idinam his brother.</p> <p>Line 9: <i>i-zu-zu zi-zu ga-am-ru</i> - they divided, they shared, the division is finished.</p> <p>Line 10: <b>ud-kúr-šè</b> <i>a-ḥu-um a-na a-ḥi-im</i> - brother to brother they will not return.</p> <p>Line 11 : <i>ú-ul i-ra-ga-am</i> - they will not lay a word against each other.</p>
I5	Oath: king and/or gods	Lines 12-14: they sworn by Amartu and Sîn-muballiṭ.

I6	Witnesses' names, rank/family standing	Lines rev 15-27: <b>igi</b> . The word <b>igi</b> is translated as “before”. Names of witnesses and status of son ( <b>dumu</b> ) of X. The scribe ( <b>dub-sar</b> ) acts also as a witness.
Qualities of Division Text		
I7	Language	Akkadian and a few Sumerian words.
I8	Location	Sippar
I9	Tablet's condition	Good condition, few omitted text in the witnesses-clause.
I10	Number of copies	More than one copy, for only the one brother's share is mentioned in this text.
I11	Date Formula	Present: U.E 27 'mu' <sup>d</sup> utu <sup>d</sup> iškur-ra - Year after Šamaš and Adad In Sîn-muballit's 19 <sup>th</sup> regal year - <b>mu</b> ús-sa bará <sup>d</sup> utu <sup>d</sup> iškur: year after the year the daises of Šamaš and Adad. <sup>32</sup>
I12	Seals Impressions	None.
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)*, S14 Sîn-muballit. Natural elements: Sippar seq Nat2: 5,6,7,12: Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

<sup>32</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K5.htm>. Cited 2 February 2012.

## 15. (S15) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF UPÎ-MÂGIR BETWEEN LAMÂZI, THE *ZÊRMAŠÎTU* PRIESTESS AND HER UNNAMED BROTHERS

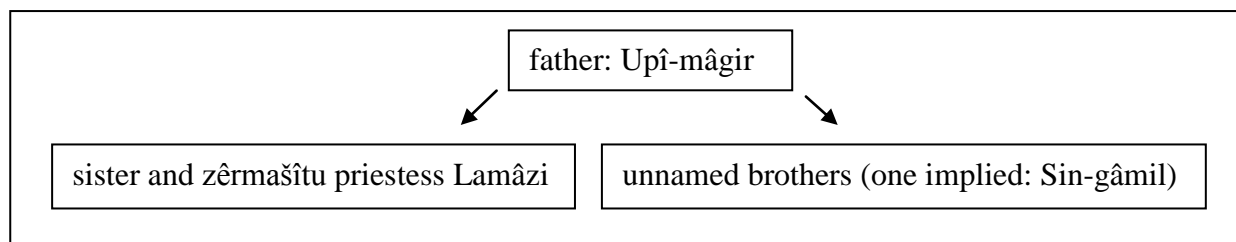
### 15.1 Source

Schorr number 183, Text CT VIII 50 (88-5-12,33) (Shorr 1913:253-254). The text is transcribed and translated by Schorr (1913:253-254) in German, with the researcher's translation in English. The text is recorded during the 2<sup>nd</sup> reign of Ḫammu-rāpi.

### 15.2 Background information

It is a division agreement between Lamâzi, a *zêrmašîtu* priestess and her brothers regarding the division of their deceased father's estate Upî-mâgir.

### 15.3 Family members involved



**Figure 40** Schematic outline of family: father Upî-mâgir and children Lamâzi, a *zêrmašîtu*-priestess and her brothers



## 15.4 Transcription and translation

	Transcription	Schorr's translation	Researcher's translation
1	<sup>1</sup> / <sub>3</sub> <b>sar ê-dù-a</b>	<sup>1</sup> / <sub>3</sub> Sar bebautes	<sup>1</sup> / <sub>3</sub> <b>sar</b> farmed house
2	<b>ita bît</b> <i>sin-ga-mil šeš-a-ni</i>	Hausgrundstück,	property,
3	<i>amtum a-lí-a-bi mu-ni-iI</i>	neben dem Hause des Sin-	(located) near the house
4	1 <sup>giš</sup> <b>ná sù</b>	gâmil, ihres Bruders, 1	Sin-gâmil, (her) brother, 1
5	1 <sup>isu</sup> <b>kussû má-gub-gub</b>	Sklavin Alî-abî mit Namen,	slave Alî-abî with name,
6	<i>zitti la-ma-zi zêrmašitim</i>	1 fertiggestelltes(?) Bett,	1 finished (?) bed,
7	<i>mârat upî<sup>ki</sup>-ma-gir</i>	1 Schifferstuhl	1 skipper chair:
8	<i>ûm<sup>um</sup> mu-tum i-ḥa-zu-ši</i>	ist der Erbanteil der	are the inheritance share of
9	<i>bîtam amtam [m]u-ti-ša i-</i>	Lamâzi, der <i>zêrmašîtu</i> -	Lamâzi, the <i>zêrmašîtu</i>
10	<i>a-na bît mu-ti-ša</i>	Priesterin, der Tochter des	priestess, the daughter of
11	<i>i-ir-ru-ub</i>	Upî-mâgir.	Upî-mâgir.
12	<i>ap(!)-lu(!)-za ù war(ad)-</i>	Am Tage, da ein Mann sie	During the day, because a
13	<i>ka-za</i>	heiratet, wird sie, nachdem	man (her husband) marries
14	<i>ša aḥ-ḥi-ša-ma</i>	ihr Mann Haus (und)	her, she will, after her man
15		Sklavin in Besitz	(husband) take possession
16	<i>[niš<sup>ilu</sup>] šamaš<sup>ilu</sup> marduk</i>	genommen, in das Haus	of the house (and) slave,
17	<i>an-nu-ni-tum</i>	ihres Mannes eintreten.	enter into the house of her
18	<i>ù<sup>alu</sup> sippar<sup>ki</sup></i>	Ihre Erbschaft und ihr	husband. Her inheritance
19	<b>ni-pá(d-de)<sup>es</sup></b>	Nachlaß gehört	and her deduction belongs
20	<i>maḥar ḥu-za-lum maḥar</i>	ausschließlich ihren	exclusively to her brothers
	<i>ilu<sup>ilu</sup> šamaš-li-wi-ir</i>	Brüdern	Sworn by Šamaš, Marduk,
	<i>mâru<sup>mes</sup> ilu-šu-ba-ni</i>	Bei Šamaš, Marduk,	Annu-nîtum and the city
	<i>maḥar ri-iš-<sup>ilu</sup>šamaš</i>	Annu-nîtum <sup>33</sup>	Sippar.
		und der Stadt Sippar haben	
		sie geschworen.	before Ḥu-za-lum son of
			<sup>ilu</sup> Šamaš-li-wir
			children of Ilu-šu-bani
			before Ri-iš- <sup>ilu</sup> Šamaš the

<sup>33</sup> Schorr opines (1913:253-254) that the name may go back to an original **compound** <sup>d</sup>INANNA-an-nu-ni-tum /Ištar-annunitum, "Ištar the Skirmisher". The goddess is often invoked by the Sargonic kings in the curse formulae of their royal inscriptions and eventually became an independent deity.

	<b>ṭupšarrum</b>		scribe
21	<i>maḥar sin-ri-me-ni mâr ta-din-na-nu-šu(?)</i>		before Sin-ri-meni son of Ta-dina-nu-šu(?)
22	<i>maḥar sin-ú-še-bi mâr sin-bi-la-ah(?)</i>		before of Sin-ú-še-bi son of Sin-bi-la-ah(?)
23	<i>maḥar <sup>ilu</sup>šamaš-lu(!)-mur mâr ì-lí-i-din-nam</i>		before <sup>ilu</sup> Šamaš-lu(!)-mur son of Ìlí-dinam
24	<i>maḥar e-la-li mâr bur-nu-nu</i>		before Elali son of Bur-nu-nu
25	<i>maḥar bá-ša-<sup>ilu</sup>šamaš mâr ilu-a-ma-rum</i>		before Bá-Ša- <sup>ilu</sup> Šamaš son of Ilu-a-ma-rum
26	<i>maḥar ma-nu-ša-nin-šu</i>		before Ma-nu-ša-nin-šu
27	<i>mâr upî<sup>ki</sup>-i-din-nam</i>		son of Upî <sup>ki</sup> -i-din-nam
28	<i>maḥar bá-ša-<sup>ilu</sup>šamaš mâr da-ri-ia</i>		before Bá-Ša <sup>ilu</sup> šamaš son of Da-ria
29	<b>mu</b> ḥa-mu-ra-bi	Im Jahre, in welchem	In the year, in which king
30	<i>nig-si(!)-di gar-ra</i>	König Ḥammu-rāpi Einen Genadenakt(?) erlassen hat.	Ḥammu-rāpi a mercy act (?) has remitted.

## 15.5 Elements of a Division Agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Brothers and a sister called Lamâzi, a <i>zêrmašîtu</i> priestess.
E 2	Deceased Estate owner:	The estate owner is Upî-mâgir, the father.
E 3	Estate assets: fully	The awarded agreed estate assets to the sister, consist of ⅓ <b>sar</b> built house, 1 slave woman called Alî-abî, and some movables including a

	or partially divided	bed and chair. Not the whole estate is divided in this recorded agreement, and there are other recordings reflecting the rest of the paternal estate assets, and the agreed awarded assets to the brothers.
E 4	Mutual Consent	No mention is made of a mutual consent. The text refers only to an inheritance share (Line 6 <i>zitti</i> ), followed by an oath clause. Other recorded texts reflect the brothers' awarded assets and when they are read together, the mutual consent are present.
E 6	<i>Raison de'Être</i>	<p>The house, slave and movables are awarded to the daughter/sister, with the condition that, if she as a priestess marries, and in this instance the husband at the time of her death take possession of the house and slave, then her estate will forfeit ownership of the mentioned property and it will transfer upon her brothers.</p> <p>The tablet reflects only the priestess agreed divided property. Scorr (1913:253) opines the priestess ("hierodule") receives the house, slave and some movables, as her agreed awarded assets. If she however marries, the awarded property becomes part of the income of her dowry, and at her death, it will be given to her brothers.</p> <p>It seems there were more than one copy, because only the sister's awarded assets are mentioned; although it does not necessarily mean that the brothers record their division. It can be argued that due to the special circumstances of the priestess status position, and as beneficiary, the brothers want to ensure that their sister's awarded assets at the time of her death, does not transfers to her husband's estate. It can be argued that this agreement is recorded to provide for these special circumstances.</p>

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
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Nat 2	Bringing in	None.
Nat 3	Ddivision by lots/in good will	None.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is/ completely divided/ straw to gold	None.
Nat 6	No claim	None.
Nat 7	Oath in temple/ oath	No oath in temple: Oath: sworn by the gods Marduk, Šamaš and Annunitum and also the city of Sippar. Lines 14-17: <i>[niš<sup>ilu</sup>] šamaš<sup>ilu</sup> marduk an-nu-ni-tum ù<sup>alu</sup> sippar<sup>ki</sup> ni-pá(d)de<sup>eš</sup></i> .
Nat 8	Preference portion	None.
Nat 9	Shares: equal	None.
Nat 10	Trustee	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <i>maḥar</i> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Only one party – the daughter and one son, Sin-gâmil is implied in the description of the location of inherited house.
I2	Birth Order of brothers	Unnamed.
I3	Description of assets: thorough description, value	Elementary description of assets and location. Lines 1-5: $\frac{1}{3}$ <b>sar ê-dù-a ita bît sin-ga-mil šeš-a-ni</b> 1 amtum a-lí-a-bi <b>mu-ni-im 1 i<sup>š</sup> ná dù 1 i<sup>š</sup>u kussû má-gub-gub</b> - $\frac{1}{3}$ <b>sar</b> farmed house property, near the house Sin-gâmil, (her) brother, 1 slave Alî-abî with name, 1 finished (?) bed, 1 skipper chair.
I4	Special legal terms Symbolism	Line 6: <i>zitti la-ma-zi zêrmašitim</i> - the inheritance share of Lamâzi, the <i>zêrmašîtu</i> priestess.
I5	Oath: king and/or gods	Lines 14-17: sworn by the gods Marduk, Šamaš and Annunitum and also the city of Sippar.
I6	Witnesses' names, rank/family standing	Nine witnesses. Lines 18-28. Names of witnesses and status of son ( <i>mar</i> ) of X. Scribe ( <b>tupšarrum</b> ) is also a witness.
Qualities of Division Text		
I7	Language	Akkadian en a few Sumerian words.
I8	Location	Sippar, Ḫammurabi's reign.
I9	Tablet's condition	Good condition. No text omitted.
I10	Number of copies	It seems there could be more than one copy, because only the sister's awarded assets are mentioned.
I11	Date Formula	The following clause is present: lines 29-30: <b>mu ḫa-mu-ra-bi nig-si(!)-di gar-ra</b> - in the year, in which king Ḫammu-rāpi a mercy act (?) has remitted. In Ḫammu-rāpi's 2 <sup>nd</sup> regal year (Babylon). Year in

		which Ḫammu-rāpi the king established justice / released of forced labour in his land. <sup>34</sup>
I12	Seals Impressions	Unnamed
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.2 Estate owner: deceased father (DF), contractual party: sister/s (S) & brother/s (B)* S15 Ḫammu-rāpi. Natural elements: S15 (Nat7,12) Nat 7 oath, Nat 12 witnesses.

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<sup>34</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K6.htm>. Cited 2 February 2012.

## 16. (S16) DIVISION AGREEMENT OF PATERNAL UNNAMED DECEASED ESTATE BETWEEN SIBLINGS: NÎR-ŠAMAŠ, ILÎMA-AĦÎ, PALATUM AND ȨUMURUM

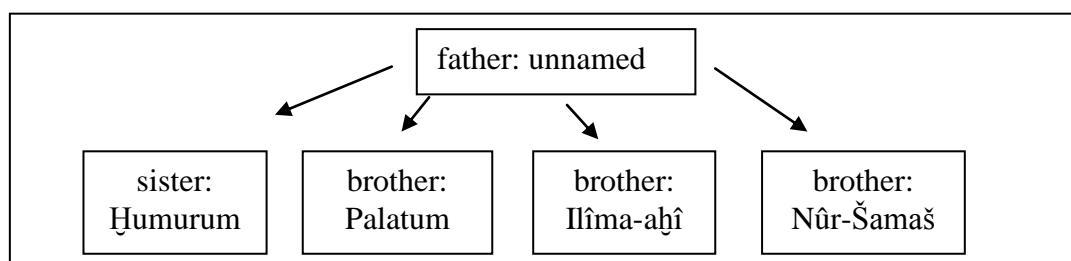
### 16.1 Source

M 106, VAT 856, (Schorr 1913:254-255) number 184. The text transcribed and translated by Schorr (1913:254-255), in German with the researcher's translation in English. The text is recorded during the 9<sup>th</sup> reign of Ȩammu-rāpi.

### 16.2 Background information

It is a division agreement between three brothers and a sister, namely Nûr-Šamaš, Ilîma-aĥî, Palatum and Ȩumurum, regarding the paternal estate, wherein they agreed to divide the communally shared inherited property to assets of sole-ownership.

### 16.3 Family members involved



**Figure 41** Schematic outline of family: unnamed father and children Nûr-Šamaš, Ilîma-aĥî, Palatum and Ȩumurum

### 16.4 Transcription and translation

Transcription and translation by Schorr (1913:254-255) and by the researcher in English.

	Transcription	Schorr's translation	Researcher's translation
1	<i>nu-úr-<sup>ilu</sup>šamaš</i>	Nûr-Šamaš,	Nûr-Šamaš,
2	<i>ì-lí-ma-a-ĥi</i>	Ilîma-aĥî,	Ilîma-aĥî,
3	<i>pa-la-tum</i>	Palatum und	Palatum and

4	<i>ù ħu-mu-rum(!) mi-im-ma ša a-bi-š[u-nu]</i>	Ĥumurum haben alle Habe ihres Vaters	Ĥumurum agreed to divide all of their father's estate
5	<i>zi-zu iš(!)-tu bi-i</i>	geteilt	which they share,
6	<i>a-na ĥurâšim</i>	Vom Stroh bis zum Golde	from the straw up to the gold.
7	<i>a-ĥu-um a-na a-ĥi-[im]</i>	wird einer gegen	Brother against brother will
8	<i>ú-ul i-ra-[ga-am]</i>	den anderen nicht Klage erheben <sup>35</sup>	not raise a claim against each other.
9	<i>niš<sup>ilu</sup> šamaš<sup>ilu</sup> aja</i>		Sworn by Šamaš, Aja,
10	<i>ilu<sup>mar-duk...</sup></i>		Marduk and (king) Ĥammu-
11	<i>ù [ħa-]am-mu-[ra-bi]</i>		rāpi.
12	<i>it-mu-ú</i>		
13	<i>maħar ibku-<sup>ilu</sup> šamaš</i>		before Ibku- <sup>ilu</sup> Šamaš
14	<i>maħar an-ni-iš(?) -ta-ma</i>		before Ani-iš(?) -tama
15	<i>maħar sin-i-din-nam</i>		before Sin-idin-nam
16	<i>maħar ib-ni-<sup>ilu</sup> šamaš</i>		before Ibni- <sup>ilu</sup> Šamaš
17	<b>mu id</b> <i>ħa-am-mu-ra-bi</i>	Jahr des Ĥammu-rapi- Kanals	Year Ĥammu-rāpi of channel

## 16.5 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	A sister and three brothers.
E 2	Deceased Estate owner:	The father – no name mentioned.
E 3	Estate assets:	The entire paternal estate – no description of assets.

<sup>35</sup>

From the straw up to the gold, one will not raise a complaint against another.



E 4	Mutual Consent	Line 5: <i>zi-zu:</i> were the party agree to the division of the estate, reading together with, lines 5-6: <i>iš(!)-tu bi-i a-na ḥurâšim</i> - from the straw up to the gold and lines 7-8: <i>a-ḥu-um a-na a-ḥi-[im] ú-ul i-ra-[ga-am]</i> -brother against brother will not raise a claim against each other.
E 6	<i>Raison de'Être</i>	The reshuffling of deceased paternal estate assets, bequeathed to the beneficiaries of the deceased estate.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Sippar between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in/equal shares	None.
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is/ completely divided/ straw to gold	Lines 5-6: <i>iš(!)-tu bi-i a-na ḥurâšim</i> : from the straw up to the gold.
Nat 6	No claim	Lines 7-8: <i>a-ḥu-um a-na a-ḥi-[im] ú-ul i-ra-[ga-am]</i> : brother against brother will not raise a claim against each other.
Nat 7	Oath in temple/ oath	Oath by the gods Šamaš, Marduk and the king Ḥammurabi Lines 9-12: <i>niš<sup>ilu</sup> šamaš<sup>ilu</sup> aja<sup>ilu</sup> mar-duk...ù [ḥa-]am-mu-[ra-bi] it-mu-ú-</i> (sworn) by Šamaš, Aja, Marduk and Ḥammu-rāpi.

Nat 8	Preference portion	None.
Nat 9	Shares equal	None.
Nat 10	Trustee	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <i>maḥar</i> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties	Nûr-Šamaš, Ilîma-aḥî, Palatum and Ḥumurun. The text implied they are the siblings of their father in line 4 of the text: <i>mi-im-ma ša a-bi-š[u-nu]</i> .
I2	Birth Order of brothers	None.
I3	Description of assets	No assests is described regarding its location, size and type.
I4	Special legal terms Symbolism	Line 5: <i>zi-zu</i> : they agree to the division. Lines 5-6: <i>iš(!)-tu bi-i a-na ḥurâšim</i> : from the straw up to the gold. Lines 7-8: <i>a-ḥu-um a-na a-ḥi-[im] ú-ul i-ra-[ga-am]</i> : brother against brother will not raise a claim against each other.
I5	Oath: king and/or gods	Oath by the gods Šamaš, Marduk and the king Ḥammurabi Lines 9-12: <i>niš<sup>ilu</sup> šamaš<sup>ilu</sup> aja<sup>ilu</sup> mar-duk...ù [ḥa-]am-mu-[ra-bi] it-mu-ú-</i> (sworn) by Šamaš, Aja, Marduk and Ḥammu-rāpi.

I6	Witnesses' names, rank/family standing	Four witnesses present with the term <i>maḥar</i> : translated as 'before'.
Qualities of Division Text		
I7	Language	Akkadian and few Sumerian words.
I8	Location	Sippar, during the reign of Ḫammu-rāpi.
I9	Tablet's condition	Good condition. No omission of text present.
I10	Number of copies	Only one copy, because all the children of the father agreed to the division of their deceased father's estate, reflecting all the divided awarded assets.
I11	Date Formula	Line 17: <b>mu íd ḫa-am-mu-ra-bi</b> : In the year Ḫammu-rāpi dug the canal called 'Hammu-rabi-hegal'. In Ḫammu-rāpi's 9 <sup>th</sup> regal year <b>mu íd-ha-am-mu-ra-bi-hé-gál</b> - year (Ḫammu-rāpi dug the canal called) Hammu-rabi-hegal / Ḫammu-rāpi is abundance'. <sup>36</sup>
I12	Seals Impressions	Unnamed
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.2 Estate owner: deceased father (DF), contractual party: sister/s (S) & brother/s (B)* S16 Ḫammu-rāpi. Natural elements: Sippar seq Nat2: 5,6,7,12: Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

<sup>36</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yearnames/HTML/T12K6.htm>. Cited 2 February 2012.

17. (S17) DIVISION AGREEMENT OF THE UNNAMED PATERNAL DECEASED ESTATE AND MATERNAL DECEASED ESTATE OF BÊLIZNU, BETWEEN BROTHERS MÂR-IRŠITIM, BUDIUM AND ILUŠU-ELLÂZU AND SISTER (SAL-ME PRIESTESS OF ŠAMAŠ) AWÂT-AJA

### 17.1 Source

Source is from Schorr's (1913:260-261) "*Urkunde*", number 188. The text is transcribed and translated by Schorr (1913:260-261) in German, with the researcher's translation in English. The text is recorded during the 24<sup>th</sup> reign of Ḫammu-rāpi.

### 17.2 Background information

This is a recorded division agreement of the deceased estates of an unnamed father, and mother, Bêliznu: between the brothers and sister, namely the brothers Mâr-iršitim, Budium, Ilušu-ellâzu, and sister Awât-Aja, **sal-me** priestess of Šamaš.

### 17.3 Family members involved

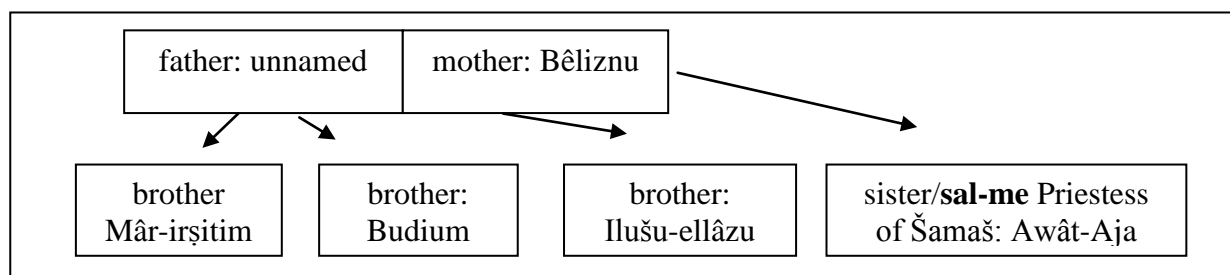


Figure 42 Schematic outline of family: unnamed father and mother Bêliznu and children Mâr-iršitim, Budium, Ilušu-ellâzu, including daughter Awât-Aja, sal-me priestess of Šamaš

## 17.4 Transcription and translation

	Transcription	Schorr's translation	Researcher's translation
1	1 <sup>rešu</sup> wardum <sup>ilu</sup> šamaš-na- aḥ-ra-ri	Ein Sklave Šamaš-naḥrarî,	1 slave Šamaš-naḥrarî,
2	1 <sup>rešu</sup> amtum <sup>ilu</sup> nin-[gal]- um-mi	ein... Rind, eine Handmühle	1 slave Nin-gal-ummî, ...
3	1 aplum....	für feines Mehl, ein	1 bovine animal,
4	1 <sup>abnu</sup> Ḥar-[zid]-gu	hölzernes ... anstatt der 5	1 hand mill for fine flour,
5	1 <sup>išu</sup> ka-...-tum	Sekel Silber als Gegenwert	wooden ...
6	ki-ma 5 šīkil k[aspim]	für den Hausgrund (?) ein	instead of 5 shekels of
7	ša bîtam a-pa-li 1 <sup>išu</sup> narkabtum	Lastwagen -; ein	silver as an equivalent for
8	1 <sup>išu</sup> ab.....[1] <sup>išu</sup> iršum	hölzernes..., ein Bett zwei	the house (?)
9	2 <sup>išu</sup> kussûm 1 <sup>duk</sup> ni-dub	Stühle, ein Speichertopf, all	1 wagon; 1 wooden ..., 1
10	mi-im-ma an-ni-im	das ist Anteil des Mâr- iršitim, welchen er (bei der	bed with two chairs, a
11	zitti mâr-ir-ši tim [mâr warad-îr-ra	Teilung) mit Budium und	warehouse pot:
12	ša itti bu-di-um	Ilušu-ellâzu, seinen Brüdern,	all this is the inheritance
13	ù ilu-šu-ella(t)-zu a-aḥ-ḥi- šu	als Anteil empfangen hat.	share of Mâr-iršitim which
14	i-zu-zu zi-zu ga-am-ru	Sie haben geteilt, sie sind	he received by division
15	iš-tu bi-e a-di ḥurâšim	fertig. Vom Stroh bis zum	with Budium and Ilušu- ellâzu, his brothers, as an
16	a-ḥu-um a-na a-ḥi-im	Golde wird einer gegen den	inheritance share.
17	ú-ul i-ra-ga-am	anderen nicht klagen.	They have shared, they are
18	ap-lu-ut <sup>1</sup> awât- <sup>ilu</sup> aja <b>sal-me</b> <sup>ilu</sup> šamaš	Die Erbschaft der Awât-Aja, der <b>sal-me</b> Priesterin des	finished.
19	ù ap-lu-ut <sup>1</sup> be-li-zu-nu um- mi-[šu-nu]	Šamaš, und die Erbschaft der	From the straw up to the
20	ša awât- <sup>ilu</sup> aja <b>sal-me</b> <sup>ilu</sup> šamaš za-ab-ta-at	Bêliznu, ihrer Mutter, welche Awât-Aja, die <b>sal-me</b> Priesterin des Šamaš, besitzt (nutznießt), gehört ihnen gemeinsam Bei Šamaš, Marduk, Ḥam- mu-rapi haben sie geschworen.	gold brother will not complain against another. The inheritance of Awât- Aja, <b>sal-me</b> priestess of Šamaš, and the inheritance of Bêliznu, their mother, which Awât-Aja, <b>sal-me</b> priestess of Šamaš,

21	<i>ša bi-ri-šu-nu-ma</i>	[Am 10.] Šabâtum, Jahr des Kanals Tišît-Ellil.	possesses, belongs to them together. They sworn by Šamaš, Marduk and (king) Ḫammu-rāpi i. before Awil- <sup>ilu</sup> Šamaš son of Sin-puṭ-ram before Mâr-sippar <sup>ki</sup> son of Awîl... before Ibgatum son of Sin- [eribam] before Upî <sup>ki</sup> -magir son of Na-[ra]-am-ilîšu] before Ḫabilkinum son of Igab- <sup>ilu</sup> Šamaš before Sin-en-nam son of Sin-a-bu-šu before Zi-ḳi-ip- <sup>ilu</sup> Šamaš son of Anuma-lik In the year of the channel Tisât-Ellil. (Seal impressions: not translated)
22	<i>niš<sup>ilu</sup>šamaš<sup>ilu</sup> marduk ḫa- am-mu-ra-bi</i>		
23	<i>it-mu-ú</i>		
24	<i>maḫar a-wi-il-<sup>ilu</sup>šamaš mâr sin-pu-uṭ-ra-am</i>		
25	<i>maḫar mâr-sippar<sup>ki</sup> mâr awîl...</i>		
26	<i>maḫar ib-ga-tum mâr sin- [e-ri-ba-am]</i>		
27	<i>maḫar upî<sup>ki</sup>-ma-gir mâr na-[ra]-am-î-lî-šu]</i>		
28	<i>maḫar ḫa-bil-ki-nu-um mâr ig-ga-ab-<sup>ilu</sup>šamaš</i>		
29	<i>maḫar sin-en-nam mâr sin- a-bu-šu</i>		
30	<i>maḫar zi-ḳi-ip-<sup>ilu</sup>šamaš mâr anum-ma-lik</i>		
31	<i>warah šabâtum [ûm 10<sup>kam</sup>]</i>		
32	<i>šattum nâr ti-ši-it-<sup>ilu</sup>ellil- lá(l)</i>		
	Siegelbeischriften (außen)		
1	<i>[upî<sup>ki</sup>-ma]-gir</i>		
2	<i>[mâr-sipp]ar-<sup>ki</sup></i>		
3	<i>[<sup>ilu</sup>sîn-en-n]am</i>		
4	<i>bu(?)...</i>		
5	<i>mâr-ir-ši(!)-tim</i>		
6	<i>a-wi-il-<sup>ilu</sup>šamaš</i>		

## 17.5 Elements of a division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Brothers and sister are contractual parties in a division agreement regarding the one brother's share namely Mâr-iršitim.
E 2	Deceased Estate owner	Deceased father and living mother are the estate owners, and a special provision is agree upon regarding also the sister's awarded divided assets.
E 3	Estate assets: fully or partially divided	Most of the estate assets regarding the one brother' awarded assets, are included in the recorded agreement because different assets are divided: including house, household goods, utensils and an animal. Also the term from straw up to gold is included in the agreement.
E 4	Mutual Consent	Line 14: <i>i-zu-zu zi-zu ga-am-ru</i> – they have shared and they are finished.
E 6	<i>Raison de'Être</i>	Usufruct, exchange and a bringing in.

### (b) Natural elements

The natural elements are the choices from law and practice in Old Babylonian Sippar between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	There were give 5 shekels of silver as an equivalent for the house. Lines 6-7: <i>ki-ma 5 šiḫil k[aspim] ša bîtam a-pa-li</i> - 5 shekels of silver as an equivalent for the house.
Nat 3	Division by lots/in good will	None.

Nat 4	Heart is satisfied	None.
Nat 5	Much as there is/ completely divided/ straw to gold	Line 9: <i>iš-tu bi-e a-di ħurâšim</i> - from the straw up to the gold Line 14: <i>i-zu-zu zi-zu ga-am-ru</i> - they have shared, they are finished.
Nat 6	No claim	Lines 16-17: <i>a-ĥu-um a-na a-ĥi-im ú-ul i-ra-ga-am</i> - one will not complain against other.
Nat 7	Oath in temple/ oath	No oath in temple. Oath, lines 22 -23: <i>niš<sup>ilu</sup>šamaš<sup>ilu</sup>marduk ĥa-am-mu-ra-bi it-mu-ú</i> - with Šamaš, Marduk, Ĥam-mu-rapi they have sworn.
Nat 8	Preference portion	None.
Nat 9	Shares: equal	None.
Nat 10	Trustee	None.
Nat 11	Usufruct	An additional agreement was recorded regarding the awarded divided assets of their sister, Awât-Aja, <b>sal-me</b> priestess of Šamaš, and the inheritance of Bêliznu, their mother. Awât-Aja, <b>sal-me</b> priestess of Šamaš, held a usufruct (lifelong right) over certain assets received from her mother's estate. It is concluded that after the mother and sister's death, these assets will fall back in the possession of the three brothers. Lines 18 – 21: <i>ap-lu-ut Iawât-iluaja sal-me ilušamaš ù ap-lu-ut Ibe-li-zu-nu um-mi-[šu-nu] ša awât-iluaja sal-me ilušamaš za-ab-ta-at ša bi-ri-šu-nu-ma</i> .
Nat 12	witnesses	Witnesses present with term: <i>maĥar</i> .



(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Only the father's name is not mentioned. The names mentioned are brothers, mother and sister. Bêliznu: mother, Mâr-iršitim: brother, Budium: brother, Ilušu-ellâzu: brother. Sister/ <b>sal-me</b> priestess of Šamaš: Awât-Aja.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Proper description of assets, namely: the mentioning of a slave by name: a slave Šamaš-naḥrarî, a slave Nin-gal-ummî, a bovine animal, description of utensils: a hand mill for fine flour, wooden ... instead of 5 shekels of silver as an equivalent for the house (?) a wagen; wooden ..., a bed with two chairs and a warehouse pot.
I4	Special legal terms/ Symbolism	Lines 6-7: <i>ki-ma 5 šīkil k[aspim] ša bîtam a-pa-li</i> - 5 shekels of silver as an equivalent for the house. Line 11: <i>zitti mâr-ir-ši tim [mâr warad-ir-ra]</i> – inheritance share of <i>Mâr-iršitim</i> . Line 14: <i>i-zu-zu zi-zu ga-am-ru</i> - they have shared, they are finished. Line 15: <i>iš-tu bi-e a-di ḥurâšim</i> - from the straw up to the gold. Lines 16-17: <i>a-ḥu-um a-na a-ḥi-im ú-ul i-ra-ga-am</i> - one will not complain against other.
I5	Oath: king and/or gods	Lines 22 -23: <i>niš <sup>ilu</sup>šamaš <sup>ilu</sup>marduk ḥa-am-mu-ra-bi it-mu-ú</i> - with Šamaš, Marduk, Ḥammu-rāpi they have sworn.
I6	Witnesses' names, rank/family standing	<i>Maḥar</i> (before) and name of witnesses and status, e.g. son ( <i>mâr</i> ) of X.
Qualities of Division Text		
I7	Language	Akkadian and few Sumerian words.

I8	Location	Sippar.
I9	Tablet's condition	No tablet available. The condition in accordance to the transcription seems fairly good, although few texts omitted in the transcription and translation by Schorr. According to Schorr (1913:260) this text was written on a cuneiform tablet with a cover (envelope).
I10	Number of copies	More than one copy for this division agreement, for it is only regarding the one of the three brother's awarded assets and a provision regarding their sister's usufruct over certain assets recieved from their mother.
I11	Date Formula	Lines 31 & 32: <i>warah šabâtîm [ûm 10<sup>kam</sup>] šattum nâr ti-ši-it-<sup>ilu</sup> ellil-lá(l)</i> - year of the channel Tisât-Ellil. During Ḫammu-rāpi of Babylon's 24 <sup>th</sup> regal year: <b>mu íd-<sup>d</sup>en-líl</b> Year the canal of Enlil (was dug). <sup>37</sup>
I12	Seals Impressions	Present.
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.3: Estate owner: deceased father (DF) & deceased mother (DM), contractual party: sister/s (S) & brother/s (B). S17 Ḫammu-rāpi. Natural elements: Sippar seq Nat3compl: Nat 2, Nat 5, Nat 6, Nat 7, Nat 11, Nat 12. (Nat 2 bringing in, Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 11 usufruct, Nat 12 witnesses)

<sup>37</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K6.htm>. Cited 2 February 2012.

## 18. (S18) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS LIPIT-IŠTAR AND SIN-MÂGIR

### 18.1 Source

Text TD 89 (AO 1652). This is a Sippar text number 185, from Schorr's (1913:255-256) "*Urkunde*". Compare also Sippar text number 186 (S19) reflecting the same brother's recorded transaction, however with some further important provision regarding a sister's inheritance, who is a priestess. According to Schorr (1913:255) this is a recording of the receipt of the one brother's portion regarding deceased estate properties, slaves and domestic appliances. The text is transcribed and translated by Schorr in German, with the researcher's translation in English. The text is recorded during the 30<sup>th</sup> reign of Ḫammu-rāpi.

### 18.2 Background information

This text and the recorded agreement reflected in S19 (the following agreement) are regarding the one brother's divided awarded assets, namely that of Lipit-Ištar's. The two agreements (S18 and S19) must be read together, and the differences read in context as one agreement. Thus to read the two texts together, the differences are firstly outlined and then put in context.

The differences are as follows: In this agreement (S18), it is a recorded division agreement between two brothers Lipit-Ištar and Sin-mâgir, regarding Lipit-Ištar's awarded divided asset. These two brothers made an undertaking for the future, for a conclusion of a further agreement with the remaining brothers. In this agreement (S18) the deceased parent is not mentioned.

The other text, S19 is a recorded division agreement between three brothers Lipit-Ištar, Ibi-Sin, Sin-mâgir, and their sister, Lamâzî, and also the children of a deceased brother. Again regarding Lipit-Ištar's awarded divided assets. Thus, in text number 19, the brother Ibi-Sin, their sister, Lamâzî, and also the children of a deceased brother, are added to the agreement. In S19 the text mentioned that it is the parental estate of Bunîni, which is divided between the children. Additional, is the special provision regarding the situation of the brothers' sister, who is a priestess.

In context, it seems that although the agreement is regarding the one brother Lipit-Ištar's awarded divided assets, the contractual parties go to great lengths in the recording of the brother's share, to ensure that the awarded inheritance asset of their sister as a priestess is secure, to transfer the property at the time of her death to their estates; and not to her future husband.

### 18.3 Family members involved

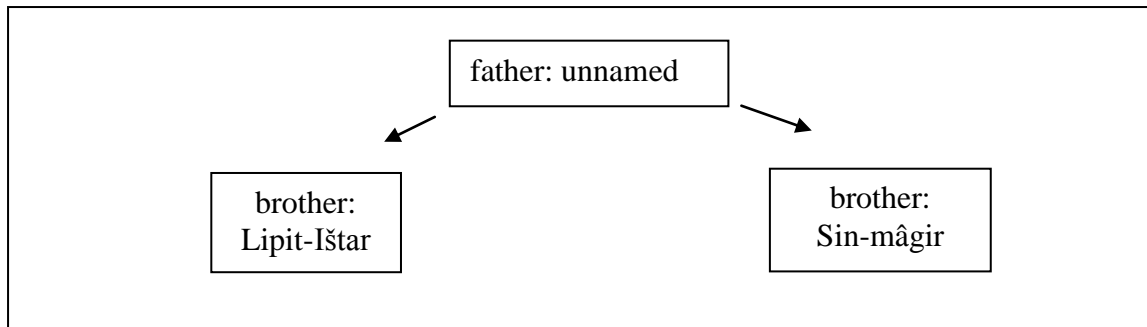


Figure 43 Schematic outline of family: unnamed father and sons Lipit-Ištar and Sin-mâgir

### 18.4 Transcription and translation

Transcription and translation in German by Schorr (1913:255-256, number 185) and translation by the researcher.

	Transcription	Schorr's translation	Researcher's translation
1	3 <b>sar</b> <sup>5</sup> / <sub>6</sub> <b>gin</b> (!) 2½ <b>gin</b> <b>é-dù-a</b>	3 <sup>5</sup> / <sub>6</sub> <b>sar</b> 2½ <b>Gin</b> bebautes Hausgrundstück,	3 <sup>5</sup> / <sub>6</sub> <b>sar</b> 2½ <b>gin</b> built-up house plot,
2	1 <i>lu-mur-gi-mil-<sup>ilu</sup>šamaš</i>	1 Lûmur-gimil-Šamaš,	1 Lûmur-gimil-Šamaš,
3	1 <i>warad-<sup>ilu</sup>-eru'a</i>	1 Warad-Eru'a,	1 Warad-Eru'a,
4	1 <i>ka-ni-šu</i> 1 <i>ta-ri-bu-um</i>	1 Kanišu, 1 Tarîbum,	1 Kanišu, 1 Tarîbum,
5	1 <i>lu-ša-lim-ba-aš-ti</i>	1 Lû-šalim-bašti,	1 Lû-šalim-bašti,
6	1 <i>iš-ru-pa-ni</i>	1 Išrupani,	1 Išrupani,
7	1 <sup>ilu</sup> <i>aš-ra-tum-um-mi</i>	1 Ašra-tum-ummî,	1 Ašra-tum-ummî,
8	7 <sup>išu</sup> <i>dal-tum</i> 2 <sup>abnu</sup> <b>ḥar</b> <i>ša a-ma-ri</i>	7 Türen, 2 Spiegel-Edelsteine,	7 doors, 2 mirror precious stones,
9	1 <sup>abnu</sup> <b>ḥar-i(d)-sag</b> 2 <i>našpak šamnim</i>	1 Handmühle für feines Mehl, 2 Öltöpfe,	1 hand mill for fine flour, 2 oil pans,

10	<i>l e-si-tum ša ab-ni</i>	1 steinernes <i>ešitum</i> –	1 stone <i>ešitum</i> :
11	<i>ziti li-bi-it-ištar [a-ḫi-šu]</i>	ist der Erbanteil des Lipit Ištar, [seines Bruders],	are the inheritance share of Lipit Ištar, [his brother]
12	<i>ša<sup>ilu</sup> sín-ma-gir i-zu-zu-šu</i>	welchen Sin-mâgir ihm zugeteilt hat.	which he received by division with Sin-mâgir.
13	<i>zi-zu ga-am-ra</i>	Sie haben geteilt, sie sind fertig.	They have divided and the division is finished.
14	<i>a-ḫu a-na a-ḫi ú-ul</i>	Einer gegen den anderen	Brother against brother
15	<i>i-ra-ga-am</i>	wird nicht Klage erheben.	will not raise a complaint.
16	<i>a-na a-ḫi-šu-nu ša i-la-ku-ni</i>	Für ihre Brüder, welche	They undertake for their
17	<i>i-za-zu</i>	(noch) kommen werden, stehen sie ein.	brothers who will (still come).
18	<i>maḥar ilunanna(r)-tum ù ša-ma-ia</i>		(Before (witnesses)) before Ilunanna(r)-tum and Ša-ma-ia
19	<i>mârumeš ri-iš-ú-ga-ru</i>		children of Riš-ú-garu
20	<i>maḥar zi-li-lum mâr ša-ma-ia</i>		before Zi-li-lum son of Ša-ma-ia
21	<i>maḥar<sup>dingir</sup> uta-ma-an-sum</i>		before <sup>dingir</sup> Uta-mansum
	<i>mâr sippar<sup>ki</sup>-ša-di-i</i>		son of Sippar <sup>ki</sup> -ša-di-i
22	<i>maḥar<sup>ilu</sup> sín-i-din-nam mâr bur<sup>ilu</sup> adad</i>		before <sup>ilu</sup> Sîn-idinam son of Bur <sup>ilu</sup> Adad
23	<i>maḥar<sup>ilu</sup> sín-i-din-nam mâr warad-ì-lí-šu</i>		before <sup>ilu</sup> Sîn-idinam son of Warad-ìlî-šu
24	<i>maḥar<sup>ilu</sup> šamaš-na-šir mâr warad-ì-lí-šu</i>		before <sup>ilu</sup> Šamaš-na-šir son of Warad-ìlî-šu
25	<i>maḥar pî<sup>ilu</sup> ištār mâr ibḫu<sup>ilu</sup> na-na-a</i>		before Pî <sup>ilu</sup> Ištar son of Ibḫu <sup>ilu</sup> na-na-a
26	<i>maḥar zu-um-ma-ilum mâr a-bu-um-wa-ḫar</i>		before Zu-uma-ilum son of A-bum-wa-ḫar
27	<i>maḥar šu-mi-ir-ši-tim mâr sin-a-bu-šu</i>		before Šu-mi-ir-ši-tim son of Sin-abušu
28	<b>mu ugnim nim-ma<sup>[ki]</sup></b>	Jahr des Heeres von Elam	Year of the army of Elam

## 18.5 Outline of division of property

**Table 22** Division of assets between contractual parties: Lipit-Ištar and Sin-mâgir regarding Lipit-Ištar's share

<b>Lipit-Ištar S18</b>	<b>Lipit-Ištar S19</b>
3 <sup>5</sup> / <sub>6</sub> <b>sar</b> 2½ gin farmed house property 1 Lûmur-gimil-Šamaš 1 Warad-Eru'a 1 Kanišu 1 Tarîbum 1 Lû-šalim-bašti 1 Išrupani 1 Ašra-tum-ummî 7 doors 2 mirror precious stones 1 hand mill for fine flour 2 oil pans 1 stone <i>ešitum</i>	2 <b>sar</b> house property, building (?) 1 slave Lûmur-gimil-Šamaš, (escaped) 1 slave Warad-eru'a  1 slave Tarîbum  1 slave Ašratum-ummî  Also the inheritance of Lamâzî ...

## 18.6 Elements of the family deceased division agreement

### (a) *Essential elements*

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Brothers are contractual parties. Father (name not mentioned) – estate owner.
E 2	Deceased Estate owner:	Father , no name mentioned in this recorded text.
E 3	Estate assets: fully or partially	Paternal estate assets partially divided, regarding the one brother's awarded assets.

	divided	
E 4	Mutual Consent	Line 13: <i>zi-zu ga-am-ra</i> - they have shared, they are finished.
E 6	<i>Raison de'Être</i>	Exchange, it is an agreement between only two brothers and they vouch for the other brothers', who will join later in a recorded agreement, regarding their agreed divided assets.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties, in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is/ completely divided/ straw to gold	Line 13: <i>zi-zu ga-am-ra</i> - they have shared, they are finished.
Nat 6	No claim	Lines 14-15: <i>a-ḥu a-na a-ḥi ú-ul i-ra-ga-am</i> - one against the other will not raise complaint.
Nat 7	Oath in temple/ oath	No oath in temple. Oath: none, however lines 16-17: <i>a-na a-ḥi-šu-nu ša i-la-ku-ni i-za-zu</i> - they answer (vouch) for their brothers who will (still come).

Nat 8	Preference portion	None.
Nat 9	Shares equal	None.
Nat 10	Trustee	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <i>maḥar</i> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties	Full names - Lipit Ištar, [his brother] which he received by division with Sin-mâgir.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Full description regarding the immovable property: 3 <sup>5</sup> / <sub>6</sub> <b>sar</b> 2½ <b>gin</b> farmed house property. However did not mentioned neighbours and property description <i>in situ</i> . Naming of slaves: 1 Lûmur-gimil-Šamaš, 1 Warad-Eru'a, 1 Kanišu, 1 Tarîbum, 1 Lû-šalim-bašti, etc. Short description of movables: 7 doors, 2 mirror precious stones, 1 hand mill for fine flour, 2 oil pans, 1 stone <i>ešitum</i> .
I4	Special legal terms / Symbolism	Lines 11-12: <i>ziti li-bi-it-ištar [a-ḫi-šu] ša<sup>ilu</sup> sín-ma-gir i-zu-zu-šu</i> -it is the share of the inheritance of the Lipit Ištar, [of his brother] which Sin-mâgir to him has assigned. Line 13: <i>zi-zu ga-am-ra</i> - they have shared, they are finished. Lines 14-15: <i>a-ḫu a-na a-ḫi ú-ul i-ra-ga-am</i> - one against the other will not raise complaint.



		Lines 16-17: <i>a-na a-ḫi-šu-nu ša i-la-ku-ni i-za-zu</i> - they answer for their brothers who will (still come).
I5	Oath: king and/or gods	Lines 16-17: <i>a-na a-ḫi-šu-nu ša i-la-ku-ni i-za-zu</i> - they answer (vouch) for their brothers who will (still come).
I6	Witnesses' names, rank/family standing	Lines 18-27 - before ( <i>maḥar</i> ), witnesses as follows in text. Names of witnesses and status, e.g. son ( <i>mâr</i> ) of X.
Qualities of Division Text		
I7	Language	Akkadian and few Sumerian words.
I8	Location	Sippar
I9	Tablet's condition	No omitted text. The condition of the tablet is good.
I10	Number of copies	One copy regarding certain provision of Lipit-Ištar's awarded assets, and the binding of the other brothers' to an almost similar division, with an added provided clause regarding their sister's inheritance.
I11	Date Formula	Line 28: <b>mu ugnim nim-ma</b> <sup>lki</sup> - year of the army of Elam In the 30 <sup>th</sup> regal year of Ḥammu-rāpi. Year Ḥammu-rāpi the king, the mighty, the beloved of Marduk, drove away with the supreme power of the great gods the army of Elam who had gathered from the border of Marhaszi, Subartu, Gutium, Tupliaš (Ešnunna) and Malgium who had come up in multitudes, and having defeated them in one campaign, he (Ḥammu-rāpi) secured the foundations of Sumer and Akkad. <sup>38</sup>
I12	Seals Impressions	None.
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)*, S18 Ḥammu-rāpi. Natural elements: Sippar seq Nat2: 5,6,7,12: Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

<sup>38</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/GLOSSAR/T10K07Y08.htm>. Cited 2 February 2012.

19. (S19) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF BUNÎNI BETWEEN BROTHERS LIPIT-IŠTAR, SIN-MÂGIR AND IBI-SIN, THE CHILDREN OF BUNÎNI; SIN-IDINNAM AND RÎŠ-ŠAMAŠ, THE CHILDREN OF ILUŠU-IBIŠU, THEIR BROTHER; AND ALSO LAMÂZÎ, **SAL-ME** PRIESTESS OF ŠAMAŠ, THEIR SISTER

### 19.1 Source

Sippar text number 186 from Schorr's (1913: 256-257) "*Urkunde*". TD 98-99 (AO 1648 a-b). Compare also Sippar text number 185 (S18) reflecting the same brother's Lipit-Ištar's recorded transaction. The text is transcribed and translated by Schorr (1913:256-257) in German, with the researcher's translation in English. The text is recorded during the 35a<sup>th</sup> reign of Ḫammu-rāpi.

### 19.2 Background information

The text is a recorded division agreement between three brothers Lipit-Ištar, Ibi-Sin, Sin-mâgir and their sister Lamâzî, and also the children of a probably deceased brother Ilušu-ibišu, namely Sin-idinnam and Rîš-Šamaš.

The parental estate of Bunîni is divided between the children.

A description of the awarded assets to the one brother Lipit-Ištar are reflected, in text S18.

Schorr (1913:258) opines that in this agreement in lines 12-13, the one brother is represented by his two sons. It seems that one brother, Ilušu-ibišu, died and his awarded assets are represented by two sons.

Schorr (1913:258) considers lines 14-15 as the sister's inheritance due to her status and occupation as a priestess, and the inheritance remains the ultimate property of the brothers. At the the time of her death the brothers thus become the owners of the all of the assets (Schorr 1913:258). Practically it seems that the awarded asset of inheritance of the sister serves to her advantage as a lifelong usufruct.

### 19.3 Family members involved

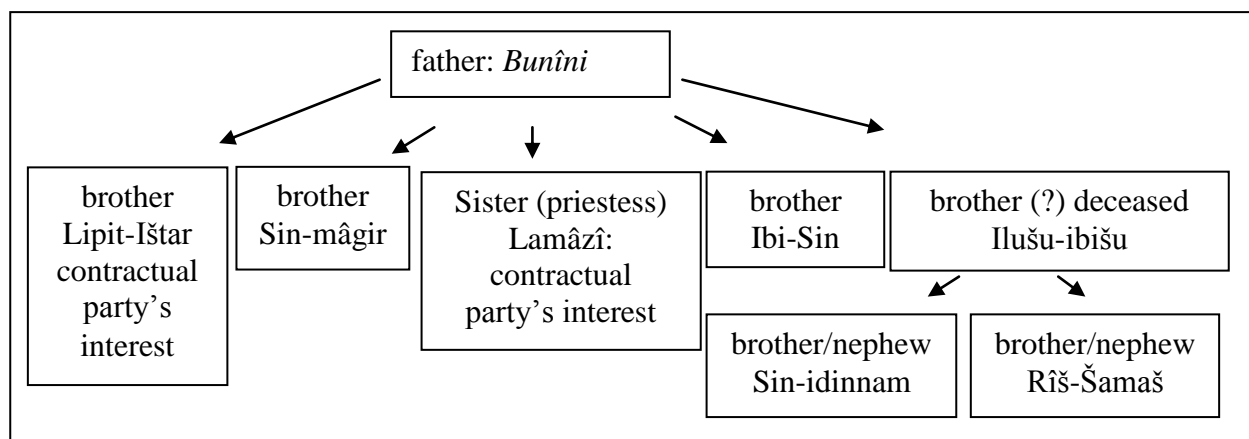


Figure 44 Schematic outline of family: father Bunîni and children Lipit-Ištar, Ibi-Sin, Sin-mâgir and their sister Lamâzî, and also the children of a probably deceased brother Ilušu-ibišu, namely Sin-idinnam and Rîš-Šamaš

### 19.4 Transcription and translation

Transcription and translation in German by Schorr (1913: 256-257). TD 98-99 (AO 1648 a-b) following the researcher's translation.

	Transcription	Schorr's translation	Researcher's translation
1	2 <b>sar</b> <b>bîtum</b> <i>ši-ki-it-tum</i>	2 <b>sar</b> Hausgrundstück,	2 <b>sar</b> house property,
2	<i>ita bît sin-e-ri-ba-am mâr</i>	Bauwerk(?), neben dem	building (?), near the
3	<b>sag-bi sil zag-é-a</b>	Hause des Sin-erîbam,	house Sin-erîbam, son
		Sohnes des Warad-ilišu,	Warad-ilišu, its front goes
		seine Front geht zur	out (surpasses) to the
		Straße hinaus, 2 Gar	street,
4	2 <b>gar</b> <i>šiddum</i> 1 <b>gar</b> <i>pûtum</i>	Langseite, 1 Gar	2 long side, 1 front side;
5	1 <sup>rêšu</sup> <i>wardum warad-<sup>ilu</sup> eru'a</i>	Frontseite; 1 Sklave	1 slave Warad-eru'a,
6	1 <sup>rêšu</sup> <i>wardum lu-mur-gi-mil- <sup>ilu</sup> šamaš ḫal<sup>e</sup>-ḫum</i>	Warad-eru'a, 1 Sklave	1 slave Lûmur-gimil- Šamaš, that has escaped,
7	1 <sup>rêšu</sup> <i>wardum ta-ri-bu-um</i>	Lûmur-gimil-Šamaš, der	1 slave Tarîbum,
8	1 <sup>rêšu</sup> <i>amtum <sup>ilu</sup> aš-ra-tum-um- mi</i>	entflohen ist, 1 Sklavin	1 slave Ašratum-ummî:
9	<i>zitti li-bi-it-ištar mâr bu-ni-ni</i>	Tarîbum, 1 Sklavin	
		Ašratum-ummî – ist der	are the inheritance share
		Erbanteil des Lipit-Ištar,	

	<i>ša itti sin-ma-gir i-bi-sin</i>	Sohnes des Bunîni,	of Lipit-Ištar, son of
10	<i>mârê<sup>mêš</sup> bu-ni-ni</i>	welchen er (bei der	Bunîni which he received
11	<i>sin-i-din-nam ù ri-iš-<sup>ilu</sup>šamaš</i>	Teilung) mit Sin-mâgir	by division with Sin-mâgir
12	<i>mârû<sup>mêš</sup> ilu-šu-i-bi-šu i-zu-zu</i>	und Ibi-Sin der Kindern	and Ibi-Sin of the children
		des Bunîni, Sin-idinnam	of Bunîni, and Sin-
		und Rîš-Šamaš, den	idinnam and Rîš-Šamaš,
		Kindern des Ilušu-ibišu,	the children of Ilušu-ibišu,
		ihres Bruders, als Anteil	their brother, as a awarded
		erhalten hat.	share, they all agree to the
13	<i>ù ap-lu-ut la-ma-zi sal-me<sup>ilu</sup>šamaš</i>	Auch gehört die	division.
		Erbschaft der Lamâzî,	Also the inheritance of
		der <b>sal-me</b> -Priesterin des	Lamâzî, which belongs to
		Šamaš, ihrer Schwester,	her as <b>sal-me</b> priestess of
14	<i>a-ḫa-ti-šu-nu ša bi-ri-šu-nu</i>	ihnen gemeinsam.	Šamaš, their sister, to
		Sie haben geteilt, sie sind	them together.
15	<i>zi-zu ga-am-ru</i>	fertig. Vom Stroh bis	They agree to the division
		zum Golde wird einer	and the division is
16	<i>iš-tu bi-e a-di ḫurâšim</i>	gegen den anderen nicht	completed, from the straw
17	<i>a-ḫu-um a-na a-ḫi-im</i>	Klage erheben.	up to the gold brother
18	<i>ú-ul i-ra-ga-am</i>	Bei Šamaš, Aja, Marduk	against brother will not
		und Ḫammu-rapi haben	raise a complaint against
		sie geschworen.	another.
19	<i>niš<sup>ilu</sup>šamaš<sup>ilu</sup> aja<sup>ilu</sup> marduk</i>		They sworn by Šamaš,
20	<i>ù ḫa-am-mu-a-bi it-mu-ú</i>		Aja, Marduk and Ḫammu-
			rapi
			Following witnesses-
			clause:
21	<i>maḫar nanna(r)-tum mâr na- ra-am-sin</i>		before Nanna(r)-tum son
			of Na-ram-sin
22	<i>maḫar zi-li-lum mâr ša-ma-ia</i>		before Zi-li-lum son of
			Ša-ma-ia
23	<i>maḫar<sup>ilu</sup>šamaš-ella(t)-zu mâr nu-úr-<sup>ilu</sup>kab-ta</i>		before <sup>ilu</sup> Šamaš-ella(t)-zu
			son of Nu-úr- <sup>ilu</sup> kab-ta

24	<i>maḥar sin-šar-ma-tim mâr i-bi-sin</i>		before Sin-šar-ma-tim son of Ibi-sin
25	<i>maḥar ilu-šu-a-bu-šu mâr i-lí-i-din-nam</i>		before Ilu-šu-a-bušu son of Ilí-dinam
26	<i>maḥar i-lí-i-din-nam mâr ma-ši-a-am-ì-lí</i>		before I-lí-i-din-nam son of Ma-ši-am-ìlí
27	<i>maḥar šu-mi-iršitim mâr sin-a-bu-šu</i>		before Šu-mi-iršitim son of Sin-a-bu-šu
28	<i>maḥar i-din-<sup>ilu</sup>elil mâr sin-</i>		before I-din- <sup>ilu</sup> Elil son of
29	<i>[rì]-me-ni</i>		Sin-[rì]-meni
30	<i>maḥar ibḫu-ê-a ṭupšarrum</i>		before Ibḫu-êa, the scribe.
31	<i>warah abim ûm 22<sup>kam</sup></i>	Am 22. Abum, im Jahre, in welchen die Mauer von Mari und Malgûm zerstört wurde.	In month Abum, the 22 <sup>nd</sup> day. In the year in which the walls of Mari and Malgûm were destroyed.
32	<i>mu bád ma-ri<sup>ki</sup></i>		
33	<i>ù mà-al-gí-a<sup>ki</sup></i>		
34	<i>mu-un-gul-gul</i>		
	Siegel (außen) Seal (outside)		
1	<i>[<sup>dingir</sup>n]anna(r)-ma-a[n-sum]</i>		
2	<i>[mâr] na-ra-am-<sup>ilu</sup>[sín]</i>		
3	<i>warad <sup>ilu</sup>s[in]</i>		
4	<i>ù <sup>ilâni</sup>amurrim</i>		
	Siegelbeischriften		
1	<i>zi-li-lum</i>		
2	<i>[sin]-šar-ma-[tim]</i>		
3	<i>i-din-<sup>ilu</sup>sín</i>		
4	<i><sup>ilu</sup>šamaš-ellat-zu</i>		
5	<i>z[i]-kir-ì-lí-šu</i>		
6	<i>[ì-lí]-i-din-nam</i>		
7	<i>šu-mi-ir-ši-tim</i>		
8	<i>i-bi-sin</i>		

## 19.5 Outline of division of property

Table 23 Division of assets comparing two texts S 18 and S19

Lipit-Ištar S18	Lipit-Ištar S19
3 <sup>5</sup> / <sub>6</sub> <b>sar</b> 2½ gin farmed house property 1 Lûmur-gimil-Šamaš 1 Warad-Eru'a 1 Kanišu 1 Tarîbum 1 Lû-šalim-bašti 1 Işrupani 1 Ašra-tum-ummî 7 doors 2 mirror precious stones 1 hand mill for fine flour 2 oil pans 1 stone <i>ešitum</i>	2 <b>sar</b> house property, building (?) 1 slave Lûmur-gimil-Šamaš, (escaped) 1 slave Warad-eru'a  1 slave Tarîbum  1 slave Ašratum-ummî  Also the inheritance of Lamâzî ...

## 19.6 Elements of Division Agreement

### (a) *Essential elements*

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Three brothers Lipit-Ištar, Ibi-Sin and Sin-mâgir, and their sister, Lamâzî, and also Sin-idinnam and Rîš-Šamaš, the children of Ilušu-ibišu (apparently a deceased brother).
E 2	Deceased estate owner:	The parental estate of Bunîni.
E 3	Estate assets	Not fully. This agreement is regarding only the allocation of two of the family members portions.

E 4	Mutual Consent	Line 16: <i>zi-zu ga-am-ru</i> - they have shared, they are finished. Reading together with other terms: “from the straw up to the gold” and “one will raise against the other not complaint”.
E 6	<i>Raison de'Être</i>	S18 is a description of the awarded assets to the one brother Lipit-Ištar. Although in this agreement (S19) in lines 12-13 Schorr (1913:258) mentioned that the one brother died and his assets are represented by the deceased brother's two sons. Schorr (1913:258) interpreted lines 14-15 that due to the sister's status and occupation of priestess, her awarded assets remain the property of her brothers. It seems that she have a lifelong usufruct over her inheritance.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is/ completely divided/ straw to gold	Line 16: <i>zi-zu ga-am-ru</i> - they have shared, they are finished. Line 17: <i>iš-tu bi-e a-di ħurâšim</i> - from the straw up to the gold.
Nat 6	No claim	Lines 18-19: <i>a-ĥu-um a-na a-ĥi-im ú-ul i-ra-ga-am</i> - one will raise against the other not complaint.

Nat 7	Oath in temple/ oath	No oath in temple. Oath: lines 20-21: <i>niš<sup>ilu</sup> šamaš<sup>ilu</sup> aja<sup>ilu</sup> marduk ù ḫa-am-mu-a-bi it-mu-ú</i> – by Šamaš, Aja, Marduk and Ḫammu-rāpi they have sworn.
Nat 8	Preference portion	None.
Nat 9	Equal shares	None.
Nat 10	Trustee	None.
Nat 11	Usufruct	Due to sister's status and occupation of priestess, her awarded assets remain the property of her brothers, and she only have a lifelong usufruct.
Nat 12	Witnesses	Witnesses present with term: <i>maḫar</i> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Lipit-Ištar, son of the Bunîni and his sister Lamâzî, <b>sal-me</b> priestess of Šamaš. Reference was made to Sin-mâgir and Ibi-Sin, the children of the Bunîni, and Sin-idinnam and Rîš-Šamaš, the children of Ilušu-ibišu, their brother.
I2	Birth Order of brothers	Not mentioned.
I3	Description of assets: thorough description, value	Include immovable property and mentioned some movables: e.g 2 <b>sar</b> house property, building (?), near the house Sin-erîbam, son Warad-ilišu, its front goes out(surpasses) to the street, 2 done long side, 1 done front side; 1 slave Warad-eru'a, 1 slave Lûmur-gimil-Šamaš, that has escaped. The sister's division of property was not



		specified. Only mentions: “Also the inheritance of the Lamâzî, which belongs to her as <b>sal-me</b> priestess of Šamaš, their sister”.
I4	Special legal terms/ Symbolism	Line: 17: <i>iš-tu bi-e a-di ħurâšim</i> - from the straw up to the gold. Lines 18-19: <i>a-ĥu-um a-na a-ĥi-im ú-ul i-ra-ga-am</i> - one will raise against the other not complaint. Line 16: <i>zi-zu ga-am-ru</i> - they have shared, they are finished. Line 9: <i>zitti</i> – share of X.
I5	Oath: king and/or gods	Lines 20-21: <i>niš<sup>ilu</sup> šamaš<sup>ilu</sup> aja<sup>ilu</sup> marduk ù ĥa-am-mu-a-bi it-mu-ú</i> - by Šamaš, Aja, Marduk and Ĥammu-rāpi they have sworn.
I6	Witnesses’ names, rank	The term <i>maĥar</i> is present. In the witness-clause the witnesses names and status is mentioned, e.g. son ( <i>mâr</i> ) of X. Scribe is also a witness.
Qualities of Division Text		
I7	Language	Akkadian and few Sumerian words.
I8	Location	Sippar.
I9	Tablet’s condition	Good condition, for Schorr did not indicate any omissions in his transcription and translation.
I10	Number of copies	One agreement regarding the specific provisions, however there should be more than one agreement, regarding the rest of the deceased estate assets/inheritance.
I11	Date Formula	In month Abum, the 22 <sup>nd</sup> day. (Compare discussions by Cohen (1993)) Lines 30-34: <b>mu bád ma-ri<sup>ki</sup> ù mà-al-gí-a<sup>ki</sup> mu-un-gul-gul:</b> , in the year in which the walls of Mari and Malgûm were destroyed. In Ĥammu-rāpi from Babylon’s 35a <sup>th</sup> regal year. Year in which Ĥammu-rāpi the king by the orders of An and Enlil destroyed the city walls of Mari and Malgium. <sup>39</sup>
I12	Seals Impressions	Present.
I13	Rhythm sequence	Essential elements: (DF:N,PS,B,S*1). Natural elements: Sippar seq Nat2: 5,6,7,12: Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

<sup>39</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K6.htm>. Cited 2 February 2012.

## 20. (S20) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF GAZ-IŠTAR AND ILTÂNI (ŠAMAŠ PRIESTESS) SISTER AND BROTHERS WARAD-ILIŠU & SINATUM

### 20.1 Source

Schorr (1913:258-260) transcribed and translated the text in German under number 187 from VS IX 130 (VAT 762A). The researcher's translation follows. The text is recorded during the 35b<sup>th</sup> reign of Ḫammu-rāpi.

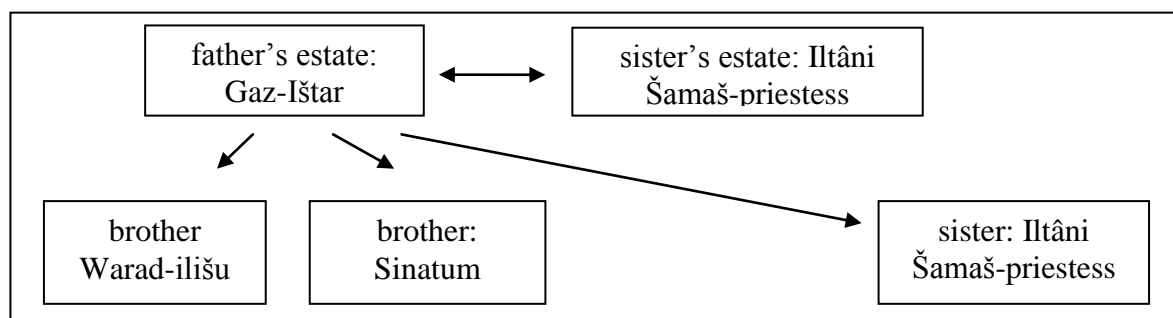
### 20.2 Background information

This is a recorded division agreement of the deceased paternal estate of Gaz-Ištar, and living sister's estate Iltâni, Šamaš priestess: between the sister Iltâni, Šamaš priestess and brothers Warad-ilišu and Sinatum. The awarded assets of Warad-ilišu, son of the Gaz-Ištar, are registered by custom. The one brother Warad-ilišu, son of the Gaz-Ištar received by division a house, and it is also part of the deduction of Iltâni's assets.

Both brothers performed a ceremony of an oath in the temple, with the emblem of Sin, and registration in the land register of Šamaš. Compare also Sippar texts S25 & S26, where there is also such a ceremony, however with the emblem of Ellil.

The contractual parties include the sister's estate to the terms of the agreement, to ensure that she will not transfer her estate to another heir who is not of their choosing.

### 20.3 Family members involved



**Figure 45 Schematic outline of family: father Gaz-Ištar and children Iltâni, Šamaš priestess between the sister Iltâni, Šamaš priestess and Warad-ilišu and Sinatum**

## 20.4 Transcription and translation

	Transcription	Schorr's translation	Researcher's translation
1	<sup>5</sup> / <sub>6</sub> <b>sar</b> 8 <b>gìn é-dù-a</b>	<sup>5</sup> / <sub>6</sub> <b>sar</b> 8 <b>gin</b> bebautes	5 <sup>5</sup> / <sub>6</sub> <b>sar</b> 8 <b>gin</b> farmed
2	<i>ita bît lu-uš-ta-mar</i>	Hausgrundstück neben dem	house property near the
3	<i>malaḥim</i> <i>ù ita bît si-na-tum a-ḫi-šu</i> <i>mi-im-ma bi-ši bît a-ba</i>	Hause des Luštamar, des Schiffers, und neben dem Hause des Sinatum, seines Bruders	house of the Lustamar, the skipper, and near the house of the Sinatum, his brother
4	<i>ù bi-ši il-ta-ni sal-me</i> <i>ilušamaš a-ḫa-ti-šu-nu</i>	alle Habe des Vaterhauses und die Habe der Iltâni, der	all of the father's house and the house of Iltâni,
5	<i>i-na šurinni ša iluśin</i>	<b>sal-me</b> Priesterin des	priestess of the Šamaš,
6	<i>ù iluša-ša-rum ša ilušamaš</i> <i>ú-bi-ru-ma</i>	Šamaš, ihrer Schwester, haben sie, nachdem sie es	his sister,- have been divided, which after
7	<i>i-zu-zu-ú</i>	beim Panier des Sin und dem Kataster des Šamaš deklariert hatten, geteilt – das ist der Anteil des	they had declared it with the emblem of Sin and the land register of Šamaš,
8	<i>zitti warad-ì-lí-šu mâr</i> <i>Gaz-Ištar</i> <i>ša itti si-na-tum a-ḫi-šu i-</i> <i>zu-zu</i>	Warad-ilišu, Sohnes des Gaz-Ištar, den er (bei der Teilung) mit Sinatum, seinem Bruder, als Anteil erhalten hat. Sie haben geteilt, sie sind fertig.	they have agreed to a division (shared) with the inheritance share of Warad-ilišu, son of the Gaz-Ištar were he agree to a division with Sinatum, his brother.
9	<i>zi-zu ga-am-ru iš-tu bi-e</i>	Vom Stroh bis zum Golde wird einer gegen den anderen nicht klagen.	They have agree to the division; they are finished.
10	<i>a-di ḫurâšim a-ḫu-um a-</i> <i>na a-ḫi-im</i> <i>ù-ul i-ra-ga-am</i>	Bei Šamaš, Aja, Marduk und Ḫammu-rapi haben sie geschworen.	From the straw up to the gold one will not complain against other.
11	<i>nīš ilušamaš iluaja ilumar-</i> <i>duk</i>		They sworn by Šamaš, Aja, Marduk and (king)

12	ù ḥa-am-mu-ra-bi <b>in-pá(d)-de<sup>meš</sup></b>		Ḫammu-rāpi.
13	maḥar <sup>dingir</sup> nannar-lù-til pa-é		before <sup>dingir</sup> Nannar-lù-til pa-é
14	maḥar mu-na-wi-rum mâr sag-ila-zi-mu		before Mu-na-wirum son of sag-ila-zi-mu
15	maḥar <sup>ilu</sup> šamaš-li-wi-ir mâr e-til-sin		before <sup>ilu</sup> Šamaš-li-wi-ir son of E-til-sin
16	maḥar ib-ni- <sup>ilu</sup> ellil mâr a-		before Ib-ni- <sup>ilu</sup> Ellil son
17	du-an-ni-a		of A-du-ani-a
18	maḥar ì-lí-i-te-e maḥar e- bi-rum		before Ì-lí-te son of E- bi-rum
19	mâru <sup>meš</sup> uš-taš-ni-anum		children of Uš-taš-ni- anum
20	maḥar sin-i-din-nam mâr mâr <sup>ilu</sup> šamaš		before Sin-i-din-nam son of <sup>ilu</sup> Šamaš
21	maḥar a-da-ia-tum mâr sin-ga-mil		before A-da-ia-tum son of Sin-ga-mil
22	maḥar sin-ma-gir mâr sin- a-bu-šu		before Sin-ma-gir son of Sin-a-bu-šu
23	maḥar <sup>ilu</sup> amurru-ba-ni mâr a-da-ia-tum		before <sup>ilu</sup> Amurru-bani son of Ada-ia-tum
24	maḥar lu-uš-ta-mar malaḥum		before Luš-ta-mar Malaḥum
25	maḥar anum-bá-ša mâr <sup>ilu</sup> šamaš-a-bu-ni		before Anum-bá-ša son of <sup>ilu</sup> Šamaš-a-buni
26	maḥar ì-lí-ma-ti-ša mârat šarrim		before Ì-lí-mati-ša daughter of Šarrim
27	maḥar ibḫu-ê-a ṭupšarrum		before Ibḫu-êa the scribe
28	warah šabâtum û 7 kam	Am 7. Šabâtum, im Jahre, in	In month Šabâtum,
29	mu bád má-rî <sup>ki</sup> ba-gul-la	welchen die Mauer von Mari zerstört wurde.	around, in the year in which the wall was

			destroyed by Mari. Seals impressions
30	<i>Siegel:</i> <i>mu-na-wi-ru-[um]</i> <i>mâr sag-ila-zi-[mu]</i>		
31	<i>warad<sup>[ilu]</sup> šamaš</i>		
1	<i>dingir uta-ti-l[a] [mâr] e-</i> <i>til-<sup>ilu</sup> sîn</i>		
2	<i><sup>ilu</sup>šamaš-ša [mâ]r-ì-lí..</i> <i>warad<sup>ilu</sup> sí[n]</i>		
3	<i>ì-lí-tu(!)-ma(!)...mâr... a-</i> <i>bi-li(?)</i>		
4	<i>[warad]<sup>ilu</sup> [na-bi-[um]</i> <i>ù<sup>ilu</sup> ilu</i> <i>Siegelbeishriften</i>		
1	<i>warad- ì-lí-šu</i>		
2	<i>ib-ni-<sup>ilu</sup> elil</i>		
3	<i>ì-lí-i-te-e</i>		
4	<i>e-bi-rum</i>		
5	<i>a-da-ia-tum</i>		
6	<i>sin-ma-gir</i>		
7	<i>sin-i-din-nam</i>		
8	<i>anum-bá-ša</i>		

## 20.5 Elements of the family deceased division agreement

### (a) *Essentialia*

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E	Family	The division agreement is between brothers and sister: brother:
1	connection	Warad-ilišu, brother: Sinatum and sister: Iltâni who is a Šamaš priestess.

E 2	Deceased estate owner:	Their father Gaz-Ištar and sister's estate: Iltâni, a Šamaš priestess. Both are estate owners. The father is deceased, and their sister is alive at the time of the conclusion of the agreement.
E 3	Estate assets: fully or partially divided	Mentioned only a house, and all that is in the house of the father, and that of the sister Iltâni. Seem thus to include the whole estate, or at least those property worth mentioning for some reason; albeit personally and/or financially: $5\frac{5}{6}$ <b>sar</b> 8 <b>gin</b> farmed house.
E 4	Mutual Consent	<i>i-zu-zu</i> in a few instances mentioned: lines 8, 10,11 – they have agreed to divide.
E 6	<i>Raison de'Être</i>	Exchange.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Sippar between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will ( <sup>giš</sup> <b>sub-ba</b> / <i>išqu</i> )	None.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is/ completely divided/ straw to gold	Line 11: <i>zi-zu ga-am-ru iš-tu bi-e</i> - they have shared, they are finished. Line 12: <i>a-di ḥurâšim a-ḥu-um a-na a-ḥi-im</i> - from the straw up to the gold.

Nat 6	No claim	Line 13: <i>ù-ul i-ra-ga-am</i> - one will not complain against other.
Nat 7	Oath in temple/ oath	Lines 5- 7 <i>ù bi-ši il-ta-ni sal-me<sup>ilu</sup>šamaš a-ḫa-ti-šu-nu i-na šurinni ša<sup>ilu</sup>sín ù<sup>ilu</sup>ša-ša-rum ša<sup>ilu</sup>šamaš ú-bi-ru-ma</i> - all of the father's house and the house of Iltâni, priestess of the Šamaš, his sister,- which after they had declared it with the emblem of Sin and the land register of Šamaš. Oath Lines 14-16: <i>niš<sup>ilu</sup>šamaš<sup>ilu</sup>aja<sup>ilu</sup>mar-duk ù ḫa-am-mu-ra-bi in-pá(d)-de<sup>meš</sup></i> - by Šamaš, Aja, Marduk und Ḫammu-rāpi they have sworn.
Nat 8	Preference portion	None.
Nat 9	Shares: equal <i>mi-it-ḫa-ri-iš</i>	None.
Nat 10	Trustee	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <i>maḫar</i> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Warad-ilišu, son of the Gaz-Ištar, Iltâni, priestess of the Šamaš, his sister and Sinatum, their brother.

I2	Birth Order of brothers (implied/implicit)	None.
I3	Description of assets: thorough description, value	Proper description regarding the immovable property by mentioning of the <b>sar</b> and location. Although no mentioning of the type of movables, but specified by including all that is in the house of the two estate owners.
I4	Special legal terms/ Symbolism	<p>Line 8, 10,11: <i>i-zu-zu-ú</i> - they have divided(shared).</p> <p>Line 9 <i>zitti</i> – inheritance share.</p> <p>Line 10 <i>ša itti si-na-tum a-ḫi-šu i-zu-zu</i> - which he got with the division with Sinatum, his brother, as an inheritance share.</p> <p>Line 11: <i>zi-zu ga-am-ru iš-tu bi-e</i> - they have shared, they are finished.</p> <p>Line 12: <i>a-di ḫurâšim a-ḫu-um a-na a-ḫi-im</i> - from the straw up to the gold.</p> <p>Line 13: <i>ù-ul i-ra-ga-am</i> - one will not complain against other.</p> <p>Lines 14-16: <i>niš<sup>ilu</sup> šamaš<sup>ilu</sup> aja<sup>ilu</sup> mar-duk ù ḫa-am-mu-ra-bi in-pá(d)-de<sup>meš</sup></i> - by Šamaš, Aja, Marduk und Ḫammu-rāpithey have sworn.</p>
I5	Oath: king and/or gods	Lines 14-16: - by Šamaš, Aja, Marduk and Ḫammu-rāpi they have sworn.
I6	Witnesses' names, rank/family standing	<i>Maḥar</i> (before) and name of witnesses and status, e.g. son ( <i>mâr</i> ) of X and name of scribe as witness recorded.
Qualities of Division Text		
I7	Language	Akkadian and few Sumerian words.
I8	Location	Sippar.
I9	Tablet's condition	Good. No plate. Seem no omitted text.



I10	Number of copies	All of the shares awarded reflected in recorded agreement, thus only one copy.
I11	Date Formula	Line 31: in Šabâtum, around, in the year in which the wall was destroyed of Mari.  In Ḫammu-rāpi of Babylon's 35b regal year: Year the city walls of Mari and Malgium. <sup>40</sup>
I12	Seals Impressions	Present
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.2 Estate owner: deceased father (DF), contractual party: sister/s (S) & brother/s (B)* Natural elements: Sippar seq Nat2: 5,6,7,12: Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

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<sup>40</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K6.htm>. Cited 2 February 2012.

## 21. (S21) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF<sup>d</sup>AMAR-UTU-NA-ŠIR REGARDING ONLY THE SHARE OF ŠU-Ì-LÍ-ŠU

### 21.1 Source

Museum number BM 82452/82453. Registration number Bu 91-5-9, 2488/A. Categorised as “division of property”, number 413 (Dekiere 1995:82-83). The text is recorded during the 8a<sup>th</sup> reign of Samsu-iluna.

### 21.2 Background information

This is a recorded division agreement of the deceased paternal estate of <sup>d</sup>AMAR-UTU-našir between the brothers Dingir-šuibnišu and Émagir, and their nephew, the son of their predeceased brother <sup>d</sup>Utu-še-me, by the name of Šu-ì-lí-šu.

### 21.3 Family members involved

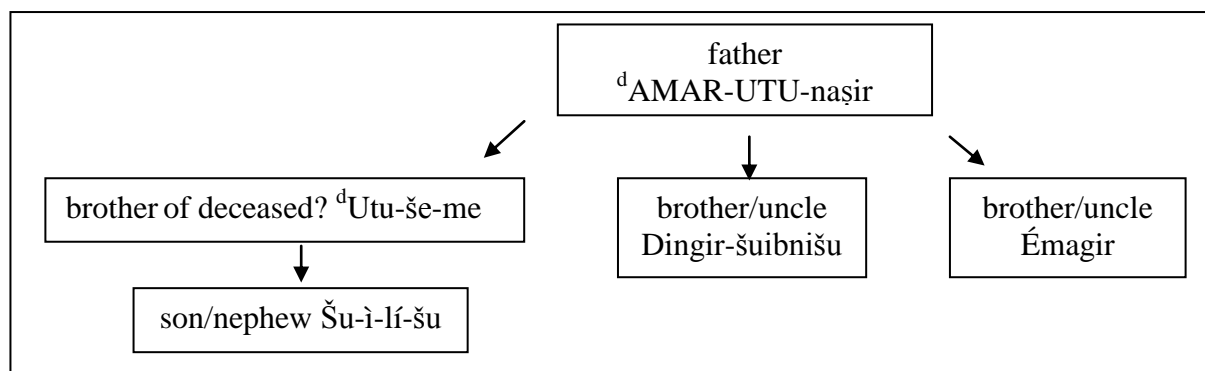


Figure 46 Schematic outline of family: father <sup>d</sup>AMAR-UTU-našir and sons Dingir-šuibnišu and Émagir, and their nephew, the son of their predeceased brother <sup>d</sup>Utu-še-me by the name of Šu-ì-lí-šu

### 21.4 Transcription and translation

Tablet (BM 82452), transcription by Dekiere (1995:82-83) and translation by the researcher.

Obv		
1	[ <b>dumu</b> ]- <sup>r</sup> meš <sup>d</sup> AMAR-UTU-na <sup>r</sup> -[šir a- <i>hi</i> -šu]	Children of <sup>d</sup> AMAR-UTU-našir the

		brothers
2	<i>i-zu-<sup>ˈ</sup>uz<sup>ˈ</sup> [...]</i>	Agreed to the division
3	<b>[ud]-kúr-šè lú-lú-ú<sup>ˈ</sup>ra</b>	Brother to brother
4	<b><sup>ˈ</sup>iunim<sup>ˈ</sup>nu-um-gá-gá-a</b>	Will not speak a word against each
5	<b>[mu]<sup>d</sup>utu<sup>d</sup></b> AMAR-UTU <i>ù sa-am-sú-i-lu-na</i>	other
6	<b><sup>ˈ</sup>in<sup>ˈ</sup>-pàd-dè-meš</b>	They have sworn by Amartu and
		Samsu-iluna
7	<b><sup>ˈ</sup>igi<sup>ˈ</sup></b> <i>ra-ab-bu-ḫa-du</i> <b>dumu</b> <i>it-<sup>ˈ</sup>ri<sup>ˈ</sup>-du-um</i>	<sup>ˈ</sup> before <sup>ˈ</sup> Ra-abu-ḫa-du son of It <sup>ˈ</sup> ri <sup>ˈ</sup> -
		dum
8	<b><sup>ˈ</sup>igi<sup>ˈ</sup></b> <i>dumu-ki</i> <b>dumu</b> <i>im-gu-ia</i>	<sup>ˈ</sup> before <sup>ˈ</sup> Dumu-ki son of Im-gu-ia
9	<b>igi</b> <i>ik-šu-ud-ap-pa-šu</i> <b>dumu</b> <i>šu-pí-ša</i>	before Ik-šud-apa-šu son of Šu-pí-ša
10	<b>igi</b> <i>aš-qu-du-um</i> <b>dumu</b> <sup>d</sup> <i>utu-ga-mil</i>	before Aš-qu-dum son of <sup>d</sup> Utu-ga-
		mil
11	<b>igi</b> <i>a-na-<sup>d</sup>utu-li-ší</i> <b>dumu</b> <i>a-<sup>ˈ</sup>x<sup>ˈ</sup>-[...]-NI</i>	before A-na- <sup>d</sup> utu-li-ší son of A- <sup>ˈ</sup> x <sup>ˈ</sup> -
		[...]-NI
12	<b>igi</b> <i>ir-ur ḫi</i> <b>dumu</b> <i>NI<sup>ˈ</sup>x<sup>ˈ</sup> [...]</i> <i>e</i>	before Ìr-ur ḫi son of NI <sup>ˈ</sup> x <sup>ˈ</sup> [...] e
13	<b>igi</b> <i>sin-i-din-nam</i> <b>dumu</b> <i>lu-uš-ta-mar-<sup>d</sup>EN-<sup>ˈ</sup>ZU<sup>ˈ</sup></i>	before Sin-i-din-nam son of Luš-ta-
		mar- <sup>d</sup> Sīn
14	<b>igi</b> <i>ì-lí-da-na-tum</i> <b>dumu</b> <i>a-da-an-é.a</i>	before Ì-lí-da-na-tum son of A-da-
		an-é-a
15	<b>igi</b> <i>a-lí-ta-li-mi</i>	before A-lí-ta-limi
16	<b>igi</b> <i>a-ḫu-um-ki-nu-um</i> <b>dumu</b> <i>ta-ri-bu-um</i>	before A-ḫu-um-ki-num son of Ta-
		ri-bu-um.
U.E.		
17	<b>itu du<sub>6</sub>-kù ud-14-kam</b>	In the month of the <b>Du<sub>6</sub>-kù</b> festival,
18	<b>mu ki-lugal-gub ḫur-sag</b>	the 14 <sup>th</sup> day. In the year the king
19	<b>íd sîla didli bi</b>	made representation of a mountain
		which bring plenty.

Case (BM 82453) Transcription by Dekiere and translation by the researcher.

Obv		
1	<sup>5</sup> / <sub>6</sub> <b>sar<sup>ˈ</sup></b> <b>é</b> <i>i-na ḫal-ḫal-<sup>ˈ</sup>la<sup>ki</sup></i>	<sup>5</sup> / <sub>6</sub> <b>sar</b> house near Ḫalḫalla <sup>ki</sup>
2	<b>ús-sa-du</b> <sup>d</sup> <i>utu-še-me</i>	follow? <sup>d</sup> Utušeme
3	<sup>1</sup> / <sub>3</sub> <b>ma-na kù-babbar</b> <i>ba-ma-at [...]</i>	<sup>1</sup> / <sub>3</sub> shekels of silver Ba-ma-at [...]

4	<b>šám é ša gá-gi-[a]</b>	price of house
5	<b>10 gín kù-babbar</b> <i>ba-ma-at ša [...]</i>	10 <b>gin</b> silver
6	<b>0.0.3 iku a-ša a-gàr</b> <i>ṛmurub<sub>4</sub><sup>?</sup> [...]</i>	3 <b>iku</b> total distant field
7	<b>0.1.0 iku a-ša</b> <i>ta-wi-[...]</i>	1 <b>iku</b> field
8	<i>1 gu<sub>4</sub> [...]</i>	1 ox (?)
9	<i>1<sup>giš</sup> ig 1<sup>giš</sup> * x* [...]</i>	1 door .....
10	<i>1<sup>giš</sup> ná 2<sup>giš</sup> gu.[za]</i>	1 stone weight, 2 chairs
11	<i>1<sup>giš</sup> bán 1* x x *- [...]</i>	1 unit of .. xx:
12	<b>ḥa-la</b> <i>šu-ì-lí-šu [...]</i>	is the inheritance share of Šu-ì-lí-šu
13	<b>dumu</b> <i><sup>d</sup>utu-še-me</i>	son of <sup>d</sup> Utu-še-me
14	<b>ki</b> <i>dinḡir-šu-ib-ni-šu</i>	with Dingir-šu-ib-ni-šu
15	<i>ù é-ma-gir</i>	and Émagir.
Lo.E.		
16	<b>dumu-meš</b> <i><sup>d</sup>AMAR-UTU-na-šir a-ḥi-[šu]</i>	children of <sup>d</sup> AMAR-UTU-na-šir
17	<i>i-zu-ṛzu` [...]</i>	they are the brothers.
	broken seal	They agree to the division.
L.Edge	broken	
	traces of a seal	

## 21.5 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Brothers and possibly a cousin.
E 2	Estate owner	Father of brothers who agreed to division – problem is nephew's share.
E 3	Estate assets:	House, fields, silver and some movable property regarding the inheritance share of one brother/nephew.

E 4	Mutual Consent	Tablet (BM 82452) Line 2 : <i>i-zu-’uz’</i> [...] - agreed to the division. Case (BM 82453) Line 17: <i>i-zu-’zu’</i> [...] - they agree to the division.
E 5	<i>Raison de’Être</i>	Exchange.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will ( <sup>giš</sup> <b>sub-ba</b> <i>/išqu</i> )	None.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is/ completely divided/ straw to gold	None.
Nat 6	No claim	Line 3 : [ <b>ud</b> ]- <b>kúr-šè lú-lú-ú’-ra</b> - brother to brother. Line 4: <b>’iunim’nu-um-gá-gá-a</b> - will not speak a word against each other.
Nat 7	Oath in temple/	No oath in temple. Oath: Tablet (BM 82452) Line 5: [ <b>mu</b> ]- <sup>d</sup> <b>utu-d</b> AMAR-UTU ù <i>sa-am-sú-i-lu-na</i> - by Amartu

	oath	and Samsu-iluna. Line 6: <b>in`-pàd-dè-meš</b> - they have sworn.
Nat 8	Preference portion	None.
Nat 9	Equal shares <i>mi-it-ha-ri- iš</i>	None.
Nat 10	Trustee	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Only regarding the contractual party who receives his share Tablet (BM 82452) and Case: children of <sup>d</sup> AMAR-UTU-na-šir as brothers
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Description, position on or in relating to the unit, any servitude feature present. Mentions only unit of property.

I4	Special legal terms/ Symbolism	<p>Tablet (BM 82452)</p> <p>Line 2 : <i>i-zu- 'uz ' [...]</i> - agreed to the division.</p> <p>Line 3 : <b>[ud]-kúr-šè lú-lú-ú<sup>2</sup>-ra</b> - brother to brother.</p> <p>Line 4: <b>'iunim`nu-um-gá-gá-a</b> - will not speak a word against each other.</p> <p>Case (BM 82453)</p> <p>Line 12: <b>ḫa-la</b> <i>šū-ì-lí-šū [...]</i> – inheritance share of Šū-ì-lí-šū.</p> <p>Line 17: <i>i-zu- 'zu ' [...]</i> - they agree to the division.</p>
I5	Oath: king and/or gods	<p>Tablet (BM 82452)</p> <p>Line 5: <b>[mu] <sup>d</sup>utu <sup>d</sup>AMAR-UTU</b> <i>ù sa-am-sú-i-lu-na</i> - by Amartu and Samsu-iluna.</p> <p>Line 6: <b>'in`-pàd-dè-meš</b> - they have sworn.</p>
I6	Witnesses' names, rank/family standing	<p>Tablet (BM 82452)</p> <p>Lines 7-16 : <i>'igi` ra-ab-bu-ḫa-du <b>dumu</b> it-`ri`-du-um</i> - before x son of x.</p>
Qualities of Division Text		
I7	Language	Akkadian and a few Sumerian texts.
I8	Location	Sippar.
I9	Tablet's condition	Damaged, especially in the text regarding types of property divided.
I10	Number of copies	More than one copy, for only the one brother's share is mentioned.
I11	Date Formula	<p>Regarding the month formula: In the month of the <b>du<sub>6</sub>-kù</b> festival, the 14<sup>th</sup> day. Compare discussions by Cohen (1993:109).</p> <p>Regarding the year name: on tablet (BM 82452) lines 18-19: <b>mu ki-lugal-gub ḫur-sag íd sìla didli bi</b> – in the year the king made representation of a mountain which bring plenty.</p> <p>In the 8<sup>a</sup><sup>th</sup> year of Samsu-iluna of Babylon. Year in which Samsu-iluna the king made royal plateforms in copper with representations of a mountain and streams which bring plenty and abundance, and</p>

		fixed their place for the marvel (of the people), in the large courtyard of the Eturkalama, in front of An and Inanna. <sup>41</sup>
I12	Seals Impressions	There are seal impressions, although broken and there are in some instances only traces of a seal.
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.4: Complex family relationships – combination of 1-3. S21 Samsu-iluna (DF:B,N) Natural elements: Sippar seq Nat3compl: Nat6,7,12 Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

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<sup>41</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K7.htm>. Cited 2 February 2012.



## 22. (S22) DIVISION AGREEMENT OF THE PATERNAL DECEASED ESTATE OF PALA-<sup>d</sup>IŠKUR BETWEEN BROTHERS ISKUR-ZI-MU, <sup>d</sup>SIN-IQÍŠAM, IBNI-<sup>d</sup>IŠKUR AND DINGIR-ŠU-BANI

### 22.1 Source

Museum number BM 16813/A, registration number: 92-5-16, 349/A. Type: “division of property”, number 115 (Dekiere 1995:115-117). The text is recorded during the 22<sup>nd</sup> reign of Samsu-iluna.

### 22.2 Introduction

The text is a recorded division agreement of the deceased paternal estate of Pala-<sup>d</sup>iškur between brothers Iskur-zi-mu, <sup>d</sup>Sin-iqíšam, Ibni-<sup>d</sup>iškur and Dingir-šu-bani.

### 22.3 Family members involved

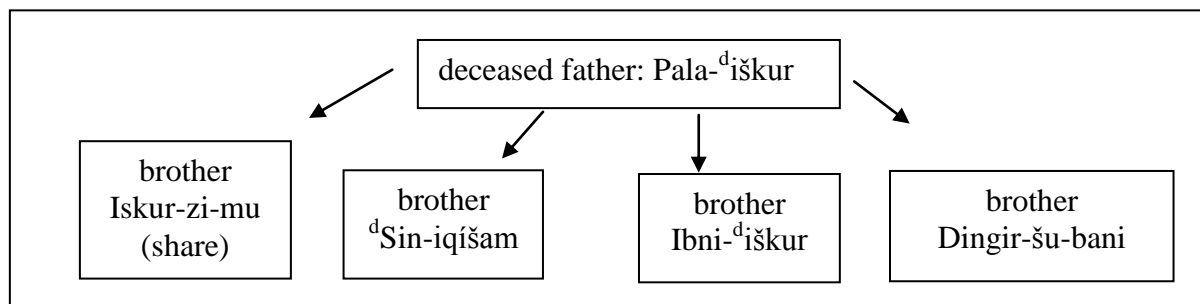


Figure 47 Schematic outline of family: father Pala-diškur and sons Iskur-zi-mu, <sup>d</sup>Sin-iqíšam, Ibni-diškur and Dingir-šu-bani

## 22.4 Transcription and translation

Tablet (BM 16813), transcription by Dekiere (1995:115-117) and translation by the researcher.

Obv		
1	0.0.4 ½ <b>iku a-ša a-gàr ká<sup>d</sup></b> AMAR-UTU	4 ½ <b>iku</b> total field ... Amartu
2	<i>i-ta a-ša ʿdumu-munus<sup>ʿ</sup></i> <sup>d</sup> EN-ZU-ri-me-ni	(located) next to the field of the children of Ensi-rimeni
3	0.0.3 <b>iku a-ša a-ʿgàr<sup>ʿ</sup> * murub<sub>4</sub><sup>ʿ</sup>/šir<sup>ʿ</sup>*</b>	3 <b>iku</b> total field (located) next to
4	<i>ša ša dumu-munus * x x *</i>	Murub.. .....for the children of xx
5	<i>i-ta a-ša SIG-i-lí-šu PA dam-gàr-ʿmeš<sup>ʿ</sup></i>	(located) next to field of Sigilíšu, the merchant
6	½ <b>iku a-ša a-gàr ʿmurub<sub>4</sub><sup>ʿ</sup></b>	½ <b>iku</b> of total field to Murub <sub>4</sub>
7	<i>ša ša dumu-ʿmunus<sup>ʿ</sup> šíl-lí-<sup>d</sup>utu</i>	For the children of Šílílí- <sup>d</sup> utu
8	0.1.2 <b>iku a-ša</b>	½ <b>iku</b> field
9	5 <b>sar é-dù-a é a-si-dingir</b>	5 <b>sar</b> built house
10	<b>[i]-ta sila-dagal-la</b>	(located) next to Sila-dagal.la
11	ʿ1/2 <sup>ʿ</sup> <b>sar é ša<sup>uru</sup>ud-kib-nun<sup>ki</sup>-ʿgal<sup>ʿ</sup></b>	½ <b>sar</b> house for <sup>uru</sup> Ud-kib-nun <sup>ki</sup> -ʿgal <sup>ʿ</sup>
12	<b>[i-ta] é sin-i-qí-ša-am šeš-ni</b>	(located) next to the house of Sini-qí-šam his brother
13	<b>[1 sar] me-er-šu i-ta<sup>d</sup>EN-ZU-i-qí-ša-am šeš</b>	1 <b>sar</b> (located) next to Ensiqíšam brother
14	<b>[6 ½] sar é</b>	6 ½ <b>sar</b> house
15	<b>[1 sag-géme] wa-ra-sà-ri-iš</b>	1 slave-woman Warasàriš
16	<b>[1<sup>na4</sup>ḥar zíd]-gu 1<sup>na4</sup>ḥar zíd-še</b>	1 hand mill for fine flour, 1 hand mill for barley
17	<b>[1<sup>giš</sup>ná 1] <sup>giš</sup>gu-za 1<sup>giš</sup>bán ì</b>	1 stone weight, 1 chair, 1 unit
18	<i>[mi-im-ma-an]-ni-im</i>	All of this is the inheritance share of
19	<b>[ḥa-la<sup>d</sup>iškur]-zi-mu</b>	Iškur-zi-mu.
20	<b>[ša ki<sup>d</sup>EN-ZU-i-qí]-ša-am</b>	For <sup>d</sup> Sin-iqíšam,
21	<b>[<sup>1</sup>ib-ni-<sup>d</sup>iškur]</b>	Ibni- <sup>d</sup> iškur,
22	<b>[dingir-šu-ba-ni a-aḥ]-ḥi-šu</b>	Dingir-šu-ba-ni; as brothers and
23	<b>ù [dumu-meš pa-la]-<sup>d</sup>iškur</b>	sons of Pala <sup>d</sup> iškur,

24	<i>i-zu-zu</i>	mutually agree to the division;
25	<b>bi-ta-am ù ba-ši-it é-a-ba</b>	the property regarding the house;
26	<i>mi-it-ḥa-ri-iš i-zu-zu</i>	they divided equally and agree to the division.
27	<i>[zi-zu ga-am-ru iš]-tu pí-e</i>	The division is finished from straw
28	<i>[a-di guškin a-ḥu-um] a-na a-ḥi-im</i>	to gold, brother to brother agree that
29	<i>[ú-ul i-ra-gu]-um [...]</i>	they will not raise a word against one
30	<i>[an-ni-am am-ši ú]-ul i-qá-ab-bi</i>	another.
31	<b>[mu <sup>d</sup>utu <sup>d</sup>AMAR-UTU sa]-<sup>r</sup>am <sup>r</sup>sú-i-lu-na lugal</b>	They sworn by the god Amartu and King Samsuilina
32	<i>[ù uru<sup>ki</sup> ud]-<sup>r</sup>kib <sup>r</sup>nun<sup>ki</sup> it-mu-ú</i>	and by Sippar.
33	<b>[igi ì-lí-i-din-nam] dumu <sup>l</sup>a-bu-um-wa-qar</b>	before Ì-lí-idin-nam son of Abumwaqar
34	<b>[igi be-la-nu-um] dumu nu-ra-tum</b>	before Belanum son of Nuratum
35	<b>[igi.....a-ni dumu] SIG-ì-lí-šu</b>	before ...ani son of Sigilíšu
36	<b>[igi...]-wa-qar dumu ud-kib-nin<sup>ki</sup>-li-ir-bi</b>	before ... Wa-qar son of <b>Ud-kib-nin<sup>ki</sup></b> -li-ir-bi
37	<b>[igi...] dumu ip-qú-ša</b>	Before son of Ip-qú-ša
38	<b>[...] dumu a-ba-tum</b> rest hidden by case	son of Abatum
U.E.		
1	<b>igi [dingir...ia] dub-sar</b>	Before Dingir., the scribe
2	<b>itu še-kin-tar ud-30-kam</b>	In the month of Še-kin-tar, the 30 <sup>th</sup> day
3	<b>mu sa-am-sú-i-lu-na lugal</b>	In the year of King Samsu-iluna.
4	<b>u<sub>6</sub>-nir ki-tuš maḥ</b>	

Case (BM 16813 A), transcription by Dekiere (1995:115-117) and translation by the researcher.

Obv		
1	0.0.4 ½ <b>iku a-ša a-gàr ká</b> <sup>d</sup> AMAR-UTU	4 ½ <b>iku</b> total field ... Amartu
2	<i>i-ta a-ša dumu-munus</i> <sup>d</sup> EN-ZU-ri-me-ni	Next to the field of the children of Šin-i-rimeni
3	0.0.3 <b>iku a-ša a-gàr murub<sub>4</sub> šà dumu-munus</b> * x *	3 <b>iku</b> total field next to Murub <sub>4</sub> for the children of x
4	<sup>ˈ</sup> i-ta <sup>ˈ</sup> <b>a-ša</b> <sup>ˈ</sup> SIG <sup>ˈ</sup> -i-lí-šu PA <b>dam-gàr-meš</b>	Next to field of Sigilišu, the merchant ½ <b>iku</b> of total field x son of Šíllí- <sup>d</sup> utu
5	½ <sup>ˈ</sup> <b>iku</b> <sup>ˈ</sup> <b>a-ša a-gàr</b> <sup>ˈ</sup> x <sup>ˈ</sup> šà <sup>ˈ</sup> <b>a-ša dumu-munus</b>	½ <b>iku</b> total field next to field of daughter
6	šíl-lí- <sup>d</sup> utu	Šílí- <sup>d</sup> utu
7	[0.1.0] + 0.1.2 <b>iku a-ša</b>	1 ½ <b>iku</b> total field
8	[5 sar] <b>é dumu-meš a-si-dingir</b> [...]	5 <b>sar</b> built house child of Asi-dingir
9	½ <b>sar é šà</b> <sup>uru</sup> <b>ud-kib-nun</b> <sup>ki</sup> - <sup>ˈ</sup> gal <sup>ˈ</sup>	½ sar house of <sup>uru</sup> <b>Ud-kib-nun</b> <sup>ki</sup> - <sup>ˈ</sup> gal <sup>ˈ</sup>
10	<i>i-ta é</i> <sup>d</sup> EN-ZU <i>i-qí-ša-am šeš-ni</i>	Next to the house of Sini-qí-ša-am his brother
11	1 <b>sar me-er-šu-ú šà me-er-ši</b>	1 sar ... Meirsu and
12	<i>i-ta</i> <sup>d</sup> EN-ZU- <i>i-qí-ša-am šeš-ni</i>	Next to Šin-iqíšam his brother
13	6 ½ <b>sar é ù me-ir-šu</b>	6 ½ sar house and Meirsu
14	<b>sag-géme wa-ra-sà-<sup>ˈ</sup>ri-<sup>ˈ</sup>iš mu-ni-im</b>	1 slave-woman Wa-ra-sàriš is her name
15	1 <sup>na4</sup> <b>ḫar zíd-<sup>ˈ</sup>gu</b> <sup>ˈ</sup>	1 hand mill for fine flour
16	1 <sup>na4</sup> <b>ḫar</b> <sup>ˈ</sup> zíd <sup>ˈ</sup> -še	1 hand mill for barley
17	1 <sup>giš</sup> <b>ná</b> 1 <sup>giš</sup> <b>gu-za</b>	1 stone weight, 1 chair
18	ù 1 <sup>giš</sup> <b>bán ì</b>	1 unit
19	<i>mi-im-ma an-ni-im</i>	Is the total inheritance share of Iškur-
20	<b>ḫa-la</b> <sup>d</sup> <b>iškur-zi-mu</b>	zi-mu
U.E.	<i>ša ki</i> <sup>d</sup> EN-ZU- <i>i-qí-ša-am</i>	For <sup>d</sup> Šîn-iqíšam
21	<sup>1</sup> <i>ib-ni-<sup>d</sup>iškur</i>	Ibni- <sup>d</sup> iškur
22	<i>ù dingir-šu-ba-ni a-aḫ-ḫi-šu</i>	Dingir-šu-ba-ni the brothers

23	<b>dumu-meš</b> <i>pa-la</i> ]- <sup>d</sup> <i>iškur</i>	..... sons of Pala <sup>d</sup> iškur
24	<i>i-zu-zu</i> uninscribed seal + <b>kišib</b>	agree to the division
Rev.		
25	<i>bi-ta-am</i> <sup>ʾ</sup> <i>ù ba</i> <sup>ʾ</sup> <i>ši-it</i> <b>é-a-ba</b>	the property regarding the house they agree to the equal division
26	<i>mi-it-ḥa-ri-iš</i> <i>i-zu-zu</i>	The division is finished
27	<i>zi-zu ga-am-ru</i>	From straw to gold
28	<i>iš-tu pí-e a-di guškin</i>	
29	<i>a-ḥu-um a-na a-ḥi-im ú-ul i-ra-gu-um</i> <i>an-ni-am am-ši ú-ul i-qá-ab-bi</i> <i>wa-tar-ti é-ba ša i-li-am ša bi-ri-šu-nu-ma</i>	Brother to brother will not raise a word against one another.
30	<b>mu</b> <sup>d</sup> <b>utu</b> <sup>d</sup> AMAR-UTU <i>sa-am-sú-i-lu-na</i>	They sworn by the god Amartu and
31	<b>lugal</b>	King Samsu-iluna and Sippar
32	<i>ù uru</i> <sup>ki</sup> <b>ud-kib-nun</b> <sup>ki</sup> <i>it</i> <sup>ʾ</sup> <i>mu-ú</i>	Also the inheritance of the <i>nadītum</i> of <sup>d</sup> Utu ...his brother
33	<i>ú ap-lu-ut lukur</i> <sup>d</sup> <b>utu</b> <i>a-ḥa-ti-šu-nu ša bi-</i> <i>ri-[...]x</i> <sup>ʾ</sup>	before Ì-lí-i-din-nam son of A-bu-um-dingir
34	<b>igi</b> <i>ì-lí-i-din-nam dumu a-bu-um-dingir</i>	before Be- <sup>ʾ</sup> la <sup>ʾ</sup> -nu-um son of Nu-ra- tum
35	<b>igi</b> <i>be-<sup>ʾ</sup>la<sup>ʾ</sup>-nu-um dumu nu-ra-tum</i>	before [...] -a-ni son of Ip-qú-ì-lí-šu before [...] -wa-qar] <sup>ʾ</sup> son of <sup>ʾ</sup> Ud-kib- nin <sup>ki</sup> -li-ir-<bi>
36	<b>igi</b> [...] -a-ni <b>dumu</b> <i>ip-qú-ì-lí-šu</i>	before [...] son of Ip-qú-ša
37	<b>igi</b> [...] -wa-qar] <sup>ʾ</sup> <b>dumu</b> <b>ud-kib-nin</b> <sup>ki</sup> -li-ir- <bi>	before [...] <sup>ʾ</sup> son of <sup>ʾ</sup> A-ba-tum before [...] <sup>d</sup> MAR-TU son of SIG- <sup>ʾ</sup> x <sup>ʾ</sup> - [...]
38	<b>igi</b> [...] <b>dumu</b> <i>ip-qú-ša</i>	
39	<b>igi</b> [...] <sup>ʾ</sup> <b>dumu</b> <i>a-ba-tum</i>	[before Na] - <sup>ʾ</sup> ka <sup>ʾ</sup> -rum son of <sup>d</sup> Utu-še- me
40	<b>igi</b> [...] <sup>d</sup> MAR-TU <b>dumu</b> SIG- <sup>ʾ</sup> x <sup>ʾ</sup> - [...]	
41	[ <b>igi</b> <i>na</i> ] - <sup>ʾ</sup> ka <sup>ʾ</sup> -rum <b>dumu</b> <sup>d</sup> <b>utu-še-me</b>	[before...] -nir-ši son of <sup>d</sup> Iškur-ra-bi
42	[ <b>igi</b> ...] -nir-ši <b>dumu</b> <sup>d</sup> <i>iškur-ra-bi</i>	[before ...] -lum son of Šu-ba-dingir- dingir

43	[igi...]-lum <b>dumu</b> šu-ba- <b>dingir-dingir</b>	[before ...] son of <sup>d</sup> Utu-ki-ma-ì-lí-‘x’
44	[igi...] <b>dumu</b> <sup>d</sup> utu-ki-ma-ì-lí-‘x’	[igi...] x son of SIG-an-tum
45	[igi...] x <b>dumu</b> SIG-an-tum	igi ‘DINGIR’-[...] ‘x’-ia the scribe.
46	<b>igi</b> ‘DINGIR’-[...] ‘x’-ia <b>dub-sar</b>	The month Še-kin-tar, the 30 <sup>th</sup> day
		Year in which Samsu-iluna the king
		restored the ziggurat, the magnificent
		dwelling place of Zababa and Inanna.
U.E.		
47	itu še-kin-tar ud-30-kam	
48	<b>mu</b> sa-am-sú-i-lu-na <b>lugal</b>	
49	<b>u<sub>6</sub>-nir</b> ki-tuš mah	
50	<sup>d</sup> za-ba <sub>4</sub> -ba <sub>4</sub> <sup>d</sup> inanna bi-da-ke <sub>4</sub>	
L.Edge	traces of a seal + kišīb	
R Edge	seals	
	seal	

## 22.5 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Brothers divide the estate of their father.
E 2	Estate owner	Father.
E 3	Estate assets: fully or partially divided	Only the share of the one brother is divided – assets consist of fields, houses and slaves and some movable property.
E 4	Mutual Consent	Tablet (BM 16813) Line 24: i-zu-zu - .....agree to the division.

		<p>Line 25: <i>bi-ta-am ù ba-ši-it é-a-ba</i> - property regarding the house.</p> <p>Line 26: <i>mi-it-ḫa-ri-iš i-zu-zu</i> - they divided equally and agree to the division.</p> <p>Line 27: <i>[zi-zu ga-am-ru iš]-tu pí-e</i> - the division is finished from straw.</p> <p>Case (BM 16813 A)</p> <p>Line 26: <i>mi-it-ḫa-ri-iš i-zu-zu</i> - agree to the division.</p> <p>Line 27: <i>zi-zu ga-am-ru</i> - the division is finished.</p>
E 5	<i>Raison de'Être</i>	Exchange.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Sippar between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is/ completely divided/ straw to gold	<p>Tablet (BM 16813)</p> <p>Line 27: <i>[zi-zu ga-am-ru iš]-tu pí-e</i> - the division is finished from straw.</p> <p>Case (BM 16813 A)</p> <p>Line 27: <i>zi-zu ga-am-ru</i> - the division is finished.</p> <p>Tablet (BM 16813)</p> <p>Line 27: <i>[zi-zu ga-am-ru iš]-tu pí-e</i> - the division is finished from straw.</p> <p>Line 28: <i>[a-di guškin a-ḫu-um] a-na a-ḫi-im</i> – (from straw) to gold,</p>

		<p>brother to brother.</p> <p>Case (BM 16813 A)</p> <p>Line 28: <i>iš-tu pí-e a-di guškin</i> - from straw to gold.</p>
Nat 6	No claim	<p>Tablet (BM 16813)</p> <p>Line 29 : [<i>ú-ul i-ra-gu</i>]-um [...] - they will not raise a word.</p> <p>Case (BM 16813 A)</p> <p>Line 29: <i>a-ḥu-um a-na a-ḥi-im ú-ul i-ra-gu-um</i> - brother to brother will not raise a word.</p>
Nat 7	Oath in temple/ oath	<p>No oath in temple. Oath, lines Tablet (BM 16813) Line 31-32 : [<b>mu</b><sup>d</sup><b>utu</b><sup>d</sup> AMAR-UTU <i>sa</i>]-<sup>ʿ</sup><i>am</i><sup>ʿ</sup>-<i>sú-i-lu-na</i> <b>lugal</b> [<b>ù</b> <b>uru</b><sup>ki</sup> <b>ud</b>]-<sup>ʿ</sup><b>kib</b><sup>ʿ</sup>-<b>nun</b><sup>ki</sup> <i>it-mu-ú</i> - they sworn by the god Amartu and King Samsu-iluna and Sippar.</p> <p>Case (BM 16813 A)</p> <p>Line 32: - they sworn by the god Amartu and King Samsu-iluna and Sippar.</p>
Nat 8	Preference portion	None.
Nat 9	Shares equal ( <i>mi-it-ḥa-ri-iš</i> )	<p>Case (BM 16813 A)</p> <p>Line 26: <i>mi-it-ḥa-ri-iš i-zu-zu</i> - agree to the division.</p>
Nat 10	Trustee	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.



Written formalities		
I1	Name of contractual parties, son of x?	Names with status, son of x.
I2	Birth Order of brothers	None.
I3	Description of assets	Description, position on or in relating to the unit, any servitude feature present.
I4	Special legal terms/ Symbolism	<p>Tablet (BM 16813)</p> <p>Line 19: [<b>ḫa-la</b> <i>diškur</i>]-<i>zi-mu</i> - inheritance share of Iškur-zi-mu.</p> <p>Line 24: <i>i-zu-zu</i> - .....agree to the division.</p> <p>Line 25: <i>bi-ta-am</i> <i>ù ba-ši-it</i> é.a.ba - property regarding the house.</p> <p>Line 26: <i>mi-it-ḫa-ri-iš i-zu-zu</i> - they divided equally and agree to the division.</p> <p>Line 27: [<i>zi-zu ga-am-ru iš</i>]-<i>tu pí-e</i> - the division is finished from straw.</p> <p>Line 28: [<i>a-di guškin a-ḫu-um</i>] <i>a-na a-ḫi-im</i> – (from straw) to gold, brother to brother.</p> <p>Line 29 : [<i>ú-ul i-ra-gu</i>]-<i>um</i> [...] - they will not raise a word.</p> <p>Case (BM 16813 A)</p> <p>Line 19: <b>ḫa-la</b> <sup>d</sup><b>iškur-zi-mu</b> – the inheritance share of Iskur-zi-mu.</p> <p>Line 24: <i>i-zu-zu</i> - agree to the division.</p> <p>Line 25: <i>bi-ta-am</i> <i>’ù ba-’ši-it</i> é-<b>a-ba</b> - property regarding the house.</p> <p>Line 26: <i>mi-it-ḫa-ri-iš i-zu-zu</i> - agree to the division.</p> <p>Line 27: <i>zi-zu ga-am-ru</i> - the division is finished.</p> <p>Line 28: <i>iš-tu pí-e a-di guškin</i> - from straw to gold</p> <p>Line 29: <i>a-ḫu-um a-na a-ḫi-im ú-ul i-ra-gu-um</i> - brother to brother will not raise a word.</p> <p>Line 33: <i>ú ap-lu-ut lukur</i> <sup>d</sup><i>utu a-ḫa-ti-šu-nu ša bi-ri-[...]</i> ‘x’ - also the inheritance of the <i>nadītum</i> of <sup>d</sup><b>utu</b> ...his brother.</p>
I5	Oath: king and/or gods	No oath in temple. Oath: Tablet (BM 16813) - they sworn by the god Amartu and King Samsuilina and Sippar. Case (BM 16813 A) -

		line 32: they sworn by the god Amartu and King Samsu-iluna and Sippar.
I6	Witnesses' names, rank/family standing	Tablet (BM 16813), from line 32 onwards & case (BM 16813 A). <b>igi</b> the word for “before”. Names of witnesses and status of son ( <b>dumu</b> ) of X. The scribe [ <b>dub-sar</b> ] is also a witness.
Qualities of Division Text		
I7	Language	Akkadian and few Sumerian words.
I8	Location	Sippar.
I9	Tablet's condition	Not good, some of the text omitted.
I10	Copies	More than one copy: only one brother's share divided in this text.
I11	Date Formula	Regarding the month formula: In the month of Še-kin-tar, the 30 <sup>th</sup> day. Compare discussions by Cohen (1993:54-55). Regarding the year name: Tablet (BM 16813), line 3-4: year in which Samsu-iluna the king restored the zikkurat, the magnificent dwelling place of Zababa and Inanna. (During King Samsu-iluna's 22nd regal year). “Year in which Samsu-iluna the king restored the zikkurat, the magnificent dwelling place of Zababa and Inanna, and its 16 statues”. <sup>42</sup>
I12	Seals Impressions	Present.
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)*, Natural elements: Sippar seq Nat3compl: Nat5,6,7,9,12 Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 9 Equal shares, Nat12 witnesses.

<sup>42</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yeardates/HTML/T12K7.htm>. Cited 2 February 2012.

## 23. (S23) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS: <sup>d</sup>UTU-ŠU-ZIBANI, <sup>d</sup>UTUŠATUM AND ÌÍ-AWILIM-RABI REGARDING THE SHARE OF <sup>d</sup>UTU-ŠU-ZIBANI AND <sup>d</sup>UTUŠATUM

### 23.1 Source

Museum number BM 92659/A, registration number Bu 91-5-9, 2485/A, type: “division of property” (Dekiere 1995:148-149). The text is recorded during the reign of Samsu-iluna.

### 23.2 Introduction

The text is a recorded division agreement of an unnamed paternal estate, between the brothers <sup>d</sup>Utu-šu-zibani, <sup>d</sup>Utušatum and ÌÍ-Awilim-rabi.

### 23.3 Family members involved

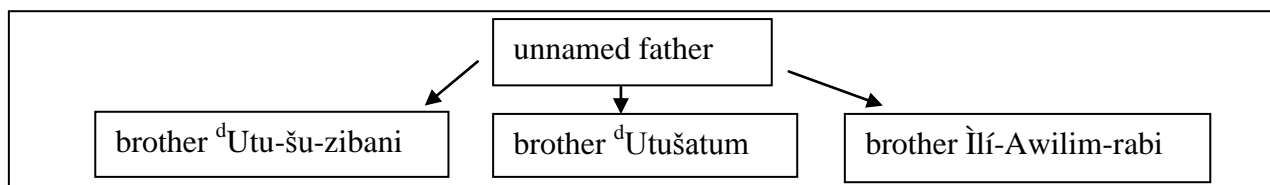


Figure 48 Schematic outline of family: unnamed father and sons, <sup>d</sup>Utušatum and ÌÍ-Awilim-rabi

### 23.4 Transcription and translation

Transcription (BM92659 A) = Case of CT 6 31 b (Dekiere 1995:148-149), translation by the researcher.

Obv.		
1	[...]- <sup>ṣ</sup> mu- <sup>ṣ</sup> ba-lí-iṭ	[...]- <sup>ṣ</sup> mu- <sup>ṣ</sup> ba-lí-iṭ
2	[...] <sup>ṣ</sup> utu- <sup>ṣ</sup> tab-ba-we-di	[...] <sup>ṣ</sup> utu- <sup>ṣ</sup> tab.a-we-di
3	[...] <b>ḡéme</b> <sup>ṣ</sup> sà-ar-ri-iq-qum	[...] worker Sàriq-qum
4	[...] <sup>ṣ</sup> ga/bi <sup>?</sup> - <sup>ṣ</sup> ḫi-a ki-ma <b>sag-ḡéme</b>	[...] <sup>ṣ</sup> Ga/bi <sup>?</sup> - <sup>ṣ</sup> ḫi-a ki-ma head-worker
5	[...] <sup>ṣ</sup> x-ì-lí-a-wi-lim-ra-bi il-ku	[...] <sup>ṣ</sup> x-ì-lí- Awi-lim-rabi il-ku :
6	<sup>ṣ</sup> ḫa- <sup>ṣ</sup> la <sup>d</sup> utu-šu-zi-ba-an-ni [...]	are the inheritance share of <sup>d</sup> Utu-šu-zibani
7	ù <sup>d</sup> utu-ša-tum	and <sup>d</sup> Utušatum.
8	ša ki ì-lí-a-wi-lim-ra-bi [...]	with ÌÍ-Awilim-rabi [...]

9	<i>a-ḫi-šu-nu i-zu-zu</i>	the brothers agree to the division
10	<i>zi-zu ga-am-ra-am</i>	The division is finished and completed
11	<i>li-ib-ba-šu-nu ṭà-ab</i>	Their hearts are satisfied
12	<b>ud-kúr-šè</b> <i>a-ḫu-um</i>	In the future brother against brother will
13	<i>a-na a-ḫi-im ú-ul i-ra-gu-ṛmuṛ</i>	not raise a claim
Lo.E.	uninscribed	uninscribed
Rev.		
14	<b>mu</b> <sup>d</sup> <i>utu</i> <sup>d</sup> <i>a-a</i> <sup>d</sup> AMAR-UTU	They sworn by Amartu and Samsu-iluna.
15	<i>ù sa-am-sú-i-lu-na [...]</i> -----	
16	<b>igi</b> ṛx x xṛ <b>dumu</b> PI-[...]	before (list of witnesses)
17	<b>igi</b> <sup>d</sup> <i>utu</i> - <b>tab-ba-we-di</b> [...]	before ṛx x xṛ son of PI-[...]
18	<b>igi</b> <sup>d</sup> EN-ZU- <i>i-din-nam</i> <b>dumu</b> [...]	before <sup>d</sup> Utu-taba-we-di [...]
19	<b>igi</b> <i>ta-ri-ib-er-[ši-tim]</i>	before <sup>d</sup> Sīn-i-dinam son of [...]
20	<b>dumu</b> <i>ni-id-nu-[ša]</i>	before Ta-rib-er-[ši-tim]
21	<b>igi</b> <i>dingir-ma-an-sum</i> <b>dumu</b> <sup>d</sup> EN-[ZU-...]	son of Nid-nu-[ša]
22	<b>igi</b> <i>SIG-an-tum</i> <b>dumu</b> <i>dingir-sag</i> [...]	before Dindingir-man-sum son of <sup>d</sup> Sīn-...]
23	<b>igi</b> <i>šíl-lí-<sup>d</sup>utu</i> <b>dumu</b> <i>ir-ì-[lí-šu]</i>	before SIG-an-tum son of Dingir-sag [...]
24	<b>igi</b> <i>šu-mi-ir-ši-tim</i>	before Šíl-lí- <sup>d</sup> utu son of Ir-ì-[lí-šu]
25	<b>igi</b> <i>da-mi-iq-<sup>d</sup>AMAR-UTU</i>	before Šu-mi-ir-ši-tim
26	<b>dumu-meš</b> <i>dingir-ga-mil</i>	before Da-mi-iq- <sup>d</sup> AMAR-UTU
27	<b>igi</b> <sup>d</sup> <i>iškur-ma-an-sum</i>	children of Dingir-ga-mil
28	<b>dumu</b> <i>a-na-tum</i>	before <sup>d</sup> Iškur-man-sum
29	<i>itu</i> <b>gan-ṛganṛ-è</b>	son of A-na-tum
30	<b>mu</b> ṛxṛ [...]	In the month <b>Gan-ṛganṛ-è</b>
U.E.		In the year [...]
31	ṛxṛ [...] broken	ṛxṛ [...]

Obv.		
1	2/3 <b>sar é-dù-a</b>	2/3 sar built house
2	<b>da é</b> <sup>d</sup> SAG-KUD-mu-ba-li-iṭ	Next to the house of Sag-kudmubalīt
3	ù <b>da é</b> <sup>d</sup> utu-tab-ba-we-di	And next to the house of Utu-tabawedi
4	1 <b>géme</b> sà-ar-ri-iq-qum	1 female worker Sàr-riq-qum
5	ˆ2ˆ <b>gud-ḫi-a</b> a-na ma-ki-sú	2 oxen with head-worker
6	<sup>l</sup> ì-lí-a <wi> lim-ra-bi	[...] ˆxˆ Ì-lía-wilim-ra-bi
7	<b>sag-géme</b> il-qí	Female head worker Il-qi
8	<b>ḫa-la</b> <sup>d</sup> utu-šu-zi-ba-an-ni	are the inheritance share of <sup>d</sup> Utu-šu-
9	ù <sup>d</sup> utu-ša-tum	zibani and <sup>d</sup> Utušatum
10	<b>dumu-meš</b> zu-za-nu-um	The sons they agree to divide
11	ša ki ì-lí-a-wi-lim-ra-bi	with Ìlī-awilim-rabi
12	i-zu-zu zi-zu ga-am-ra-am	They agree to the division. The division is finished
13	li-ib-ba-šu-nu ṭà-ab	Their hearts are satisfied
14	mu <sup>d</sup> utu <sup>d</sup> a-a <sup>d</sup> AMAR-UTU	They sworn by Amartu and Samsu-
15	ù sa-am-sú-i-lu-na <b>lugal</b>	iluna
16	<b>in-pàd-dè-meš</b> -----	
17	<b>igi</b> <sup>d</sup> utu-an-dul <sub>7</sub> <b>dumu</b> PI-ti-tum	before <sup>d</sup> Utu-an-dul <sub>7</sub> son of PI-ti-tum
18	<b>igi</b> <sup>d</sup> utu-tab-ba-we-di <b>dumu</b> qí-iš-tum	before <sup>d</sup> Utu-taba-we-di son of Qí-iš- tum
19	<b>igi</b> <sup>d</sup> EN-ZU-i-din-nam <b>dumu</b> i-na-šu- <sup>d</sup> utu	before <sup>d</sup> Sīn-i-din-nam son of I-na-šu- <sup>d</sup> utu
20	<b>igi</b> ta-ri-ib-er-ši-tim	before Ta-rib-er-ši-tim son of Ni-id-nu-
21	<b>dumu</b> ni-id-nu-ša	ša
22	<b>igi</b> dingir-ma-an-sum <b>dumu</b> sin-be-el-ap- lim	before Dingir-mansum son of Sin-bel- aplim
23	<b>igi</b> SIG-an-tum <b>dumu</b> <sup>d</sup> sag-kud-mu-ba-lí-iṭ	before SIG-an-tum son of <sup>d</sup> sag-kud- mu-ba-lí-iṭ
24	<b>igi</b> šíl-lí- <sup>d</sup> utu <b>dumu</b> ìr-ì-lí-šu	before Šíl-lí- <sup>d</sup> Utu son of ìr-ilí-šu
25	<b>igi</b> šu-mi-ki <b>igi</b> da-mi-iq- <sup>d</sup> AMAR-UTU	before Šu-mi-ki before Da-mi-iq-

26	<b>dumu dingir-ga-mil</b>	<sup>d</sup> AMAR-UTU son of Dingir-ga-mil
27	<b>igi <sup>d</sup>iškur-ma-an-sum</b>	before <sup>d</sup> Iškur-man-sum
28	<b>dumu a-na-tum</b>	son of A-na-tum
29	<b>itu gan-<sup>ˈ</sup>gan-<sup>ˈ</sup>-è</b>	In the month of <b>gan-gan-è</b>
30	[...] <sup>ˈ</sup> x <sup>ˈ</sup> [...]	[...] <sup>ˈ</sup> x <sup>ˈ</sup> [...]

### 23.5 Elements of the family deceased division agreement

#### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	<sup>d</sup> Utu-šu-zibani, <sup>d</sup> Utušatum & Īlī-awilim-rabi are brothers.
E 2	Estate owner	Unnamed father.
E 3	Estate assets: fully or partially divided	Whole estate. Most of the assets are valuable, which consist of 2/3 <b>sar</b> built house, 2 oxen with head-worker and female head worker Il-qi.
E 4	Mutual Consent	Case (BM92659 A) = Case of CT 6 31 b Line: 9 <i>a-ḫi-šu-nu i-zu-zu-</i> the brothers agree to the division Tablet (BM 92659). Line 10: <b>dumu-meš</b> <i>zu-za-nu-um</i> - the sons they agree to divide. Line 12: <i>i-zu-zu zi-zu ga-am-ra-am</i> - they agree to the division, the division is finished.
E 5	<i>Raison de l'Être</i>	Exchange.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will ( <sup>giš</sup> <b>sub-ba</b> /išqu)	None.
Nat 4	Heart is satisfied	Case (BM92659 A) = Case of CT 6 31 b Line 11: <i>li-ib-ba-šu-nu ṭà-ab</i> - their hearts are satisfied. Tablet (BM 92659) Line 13: <i>li-ib-ba-šu-nu ṭà-ab</i> - their hearts are satisfied.
Nat 5	Much as there is/ completely divided/ straw to gold	Case (BM92659 A) = Case of CT 6 31 b Line 10: <i>zi-zu ga-am-ra-am</i> Tablet (BM 92659) Line 12: <i>i-zu-zu zi-zu ga-am-ra-am</i> They agree to the division. The division is finished.
Nat 6	No claim	Case (BM92659 A) = Case of CT 6 31 b Lines 12-13: <b>ud-kúr-šè</b> <i>a-ḫu-um a-na a-ḫi-im ú-ul i-ra-gu-‘mu’</i> - in the future brother against brother will not raise a claim.
Nat 7	Oath in temple/ oath	No oath in temple. Oath: lines Case (BM92659 A) = Case of CT 6 31 b Lines 14-15 <b>mu</b> <sup>d</sup> <b>utu</b> <sup>d</sup> <i>a-a</i> <sup>d</sup> AMAR-UTU <i>ù sa-am-sú-i-lu-na</i> - they sworn by <sup>d</sup> Utu, <sup>d</sup> AMAR-UTU and Samsu-iluna. Tablet (BM 92659) Lines 14-15 - <b>mu</b> <sup>d</sup> <b>utu</b> <sup>d</sup> <i>a-a</i> <sup>d</sup> AMAR-UTU <i>ù sa-am-sú-i-lu-na</i> <b>lugal in-pàd-dè-meš</b> - they sworn by <sup>d</sup> Utu, <sup>d</sup> AMAR-UTU and Samsu-iluna.

Nat 8	Preference portion	None.
Nat 9	Shares: equal <i>mi-it- ḥa-ri-iš</i>	None.
Nat 10	Trustee	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <b>igi</b> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	<sup>d</sup> Utu-šu-zibani, <sup>d</sup> Utušatum & <sup>d</sup> Ilī-awilim-rabi are brothers.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Most of the assets are valuable which consist of 2/3 <b>sar</b> built house, 2 oxen with head-worker, and female head worker Il-qi. Description, position on or in relating to the unit, present in text.
I4	Special legal terms/ Symbolism	Case (BM92659 A) = Case of CT 6 31 b Line 6: <b>ḥa'-la</b> Tablet (BM 92659) Line 8: <b>ḥa-la</b> -inheritance share (awarded divided share).



		<p>Case (BM92659 A) = Case of CT 6 31 b</p> <p>Line 11: <i>li-ib-ba-šu-nu òà-ab</i> - their hearts are satisfied.</p> <p>Tablet (BM 92659)</p> <p>Line 13: <i>li-ib-ba-šu-nu òà-ab</i> - their hearts are satisfied.</p> <p>Case (BM92659 A) = Case of CT 6 31 b, Line 10: <i>zi-zu ga-am-ra-am</i> and tablet (BM 92659) Line 12: <i>i-zu-zu zi-zu ga-am-ra-am</i> - they agree to the division and the division is finished.</p> <p>Case (BM92659 A) = Case of CT 6 31 b, Lines 12-13 <b>ud-kúr-šè a-<i>hu-um a-na a-<i>hi-im ú-ul i-ra-gu-<i>mu</i></i></i></b> - in the future brother against brother will not raise a claim.</p>
I5	Oath: king and/or gods	<p>No oath in temple. Oath: Case (BM92659 A) = Case of CT 6 31 b</p> <p>Lines 14-15 <b>mu <sup>d</sup>utu <sup>d</sup>a-a <sup>d</sup>AMAR-UTU ù sa-am-sú-i-lu-na</b> - they sworn by <sup>d</sup>Utu, <sup>d</sup>AMAR-UTU and Samsu-iluna.</p> <p>Tablet (BM 92659)</p> <p>Lines 14-15 - <b>mu <sup>d</sup>utu <sup>d</sup>a-a <sup>d</sup>AMAR-UTU ù sa-am-sú-i-lu-na lugal in-pàd-dè-meš</b> - they sworn by <sup>d</sup>Utu, <sup>d</sup>AMAR-UTU and Samsu-iluna.</p>
I6	Witnesses' names, rank/family standing	<p><b>Igi</b> the word for “before”. Names of witnesses and status of son (<b>dumu</b>) of X.</p>
Qualities of Division Text		
I7	Language	Akkadian and some Sumerian words.
I8	Location	Sippar.
I9	Tablet's condition	Some omitted texts.
I10	Number of copies	Seems more than one copy for only one contractual party's awarded asset recorded in agreement.
I11	Date Formula	In the month of <b>Gan-gan-è</b> . Compare discussions by Cohen (1993:113-115).
I12	Seals Impressions	Unknown

I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)*  Natural elements: Nat 2 Bringing in, Nat division by lots, Nat 4 heart is satisfied, Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 10 Trust/Trustee, Nat 11 Usufruct Nat 12 witnesses
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## 24. (S24) DIVISION AGREEMENT OF UNNAMED PATERNAL DECEASED ESTATE BETWEEN BROTHERS REGARDING THE AWARDED DIVIDED PORTION OF ÂĤĤATI-ŠUNU

### 24.1 Source

This text is part of the inscribed Babylonian tablets in the possession of Sir Henry Peek. It is translated and with some commentaries by Pinches (1888:59-61), under text number 12. The text is according to Pinches (1888:59) from the reign of Samsu-iluna. The date is unknown.

### 24.2 Information Background

This is a recorded division agreement between the brothers Rêmu<sup>m</sup>, Marduk-našir, Îl-šu-banî, Bêl-banî, Bêl-šunu, Sig-Anunitu and ÂĤĤati-šunu regarding the awarded divided asset to the one brother ÂĤĤati-šunu.

Pinches (1888:61) free translation is as follows: “Free rendering of her essential part of the contract:

Three acres of a field in the province of Tarbani, (and) part of an acre of a field, the property of ÂĤĤati-šunu, (situated) beside the field of Âmat-Šamaš, daughter of Libit-Nanâ, and beside the field of Bêl-šunu, one end (being) the river Euphrates, and the other the aqueduct. Two-thirds of a furlong (and) 5 *zu* (?), (with) the house (in) Sippar, 1<sup>1</sup>/<sub>2</sub> - furlong (with) the house (in) Tarbani, 1 ox, 1 young sheep, (and) 1 *'ikuše*-stone-all this property together (?), which is in the possession of Sig-Anunitu, Bêl-šunu, Bêl-banî, Îl-šu-banî, Rêmu<sup>m</sup>, and Marduk-našir, she (ÂĤĤati-šunu) has sold, and they have paid the complete price. They are content-from the word to the gold (that is, with regard to the agreement or contract, and with regard to the money and everything else) at no future time shall (the buyers and the seller) have any claim against each other. They have invoked the spirit of Šamaš, Aa, Marduk, and Samsu-iluna, the king” (Pinches 1888:61).

It should be noted that the text was translated in 1888, and valuable information in the following years were gathered, regarding the grammar and lexicon of Sumerian of the terms in

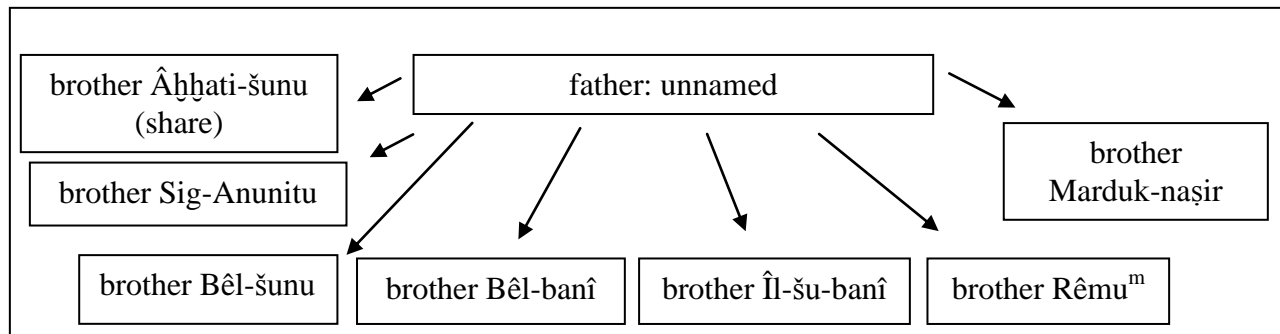
this text. Thus the researcher translated the text alongside Pinches translation with a few changes.

Pinches (1888:59) considers the text as part of the group “technically known as *case-tablets*” which he considers “tablets with envelopes moulded around them after they had been inscribed, the envelope then receiving also the same inscription”. He states that:

In many cases both the tablet and its envelope are impressed with the cylinder-seals of one or more of the contracting parties or the witnesses. In the present instance it is the envelope only that is impressed with seals, the tablet itself not having space for any.”...“The seals on the envelope, however, are especially good” (Pinches 1888:59).

Pinches (1888:59) opines that it is a sale of land, “and presents some very interesting features”. However, the term *i-zu-zu i zu*, means that the parties agreed to the division of an estate; and not as Pinches translates in line 16 “they have paid the complete price”.

### 24.3 Family members involved



**Figure 49** Schematic outline of family: unnamed father and sons brothers Rêmu<sup>m</sup>, Marduk-našir, Îl-šu-banî, Bêl-banî, Bêl-šunu, Sig-Anunitu and Âḥḥati-šunu

### 24.4 Transcription and translation

1	<i>Šalšet ganî êḫlu ugar D.P. Tar-ba-ni D.S. ga-du-um êštin ganî êḫlu zitti A-aḥ-ḥa-ti-šu-nu*</i>	3 acres, a field of the province of Tarbani (and) part of one acre, a field, share of Âḥḥati-šunu
3	<i>i-ta êḫil amat-D.P. Šamaš mârât li-bi-it-Nanâ</i>	beside the field of Âmat-Šamaš daughter of Libit-Nanâ

	<i>u i-ta êḫil Bêl-šu-nu</i>	and beside the field of Bêl-šunu
	<i>saga-bi diš-kam nâr Puratti</i>	its first end the river Euphrates
6	<i>saga-bi mina-kam ki-ir-bi-tu<sup>m</sup></i>	its second end the aquaduct
	<i>šinibu šar ḥamšet zu bêt Sipar D.S.</i>	$\frac{2}{3}$ of a furlong the house of Sippar
	<i>êšten bar šar bêt D.P. Tar-ba-ni D.S.</i>	1 $\frac{1}{2}$ furlong the house of Tarbani
9	<i>êšten âlpi êštin littu mu-ru<sup>m</sup></i>	1 ox, 1 young bull
	<i>êšten aban 'i-ku-še</i>	1 'ikuše-stone
	<i>mi-im-ma an-nu-u zittu ku-ub-bu-tu</i>	all this property together (?)
12	<i>ša it-ti / Sig-an-nu-ni-tu<sup>m</sup></i>	from the inheritance of Sig-Annunitu <sup>m</sup>
	<i>/ Bêl-šu-nu / Bêl-ba-ni</i>	Bêl-šunu, Bêl-bani
	<i>/ Il-šu-ba-ni / Ri-mu-u<sup>m</sup></i>	Il-šu-ba-ni, Rêmu <sup>m</sup>
15	<i>u &gt;--- Marduk-na-ši-ir i'-din-ma</i>	and Marduk-našir, has agree to the division
	<i>i-zu-zu zi-zu ga-am-ru</i>	and the division is finished.
	<i>li-ib-ba-šu-nu ṭa-ab</i>	Their hearts are satisfied
18	<i>iš-tu pi-e a-di ḥuraši,</i>	From the straw to the gold
	<i>ana matima a-ḥu-um a-na</i>	At future brother against brother will not
	<i>a-ḥa-im la iragamu.</i>	have a claim against another
21	<i>niš -&gt;- Šamaš -&gt;- Aa &gt;&gt;- Marduk</i>	The spirit of Šamaš, Aa, Marduk,
	<i>û Sa-am-su-i-lu-na šarru it-mu-u</i>	and Samsu-iluna the king they have invoked.
	-----	-----
	<i>Pan Da-du-ša abil A-ḥu-um</i>	Before Dâddu-sa son of Aḥu <sup>m</sup> ;
24	<i>Pan Ṭa-ri-du-um ra-bi-a-nu-um</i>	Before Taridu <sup>m</sup> the scribe;
	<i>Pan Sin-i-din-nam âbil Ib-ba-, -&gt;+ Ša-la</i>	Before Sin-idinna <sup>m</sup> son of Ibba-Šala;
	<i>Pan A-na-tum âbil Sin-a-bu-šu</i>	Before Anatu <sup>m</sup> son of Sin-abu-šu;
27	<i>Pan &gt;-+- Šamaš-na-ši-ir-ab-li</i>	Before Šamaš-našir-âbli.
	-----	-----
	<b>iti</b> <i>Guda-si-sa, utu u-uššu-kam</i>	Month Iyyar, day 18th
	<b>mu</b> <i>ka-tab-ka-tab-a-bi</i>	year of the announcement (?) of
30	<i>ra (?) -ra (?) ê El-lil-la.</i>	the closing (?) of the temple of Bel.

## 24.5 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Brothers.
E 2	Estate owner	Father or mother's estate.
E 3	Estate assets: fully or partially divided	Estate assets include a field, house and some movable property, however only regarding the awarded divided portion of one brother. Thus the whole estate is not divided in this recorded agreement.
E 4	Mutual Consent	Line 16: <i>i-zu-zu zi-zu ga-am-ru</i> - agree to the division and the division is finished.
E 5	<i>Raison de'Être</i>	Exchange regarding one asset.

### (b) Natural elements

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will	None.
Nat 4	Heart is satisfied	Line 17: <i>li-ib-ba-šu-nu ta-ab</i> - their hearts are satisfied.

Nat 5	Much as there is/ completely divided/ straw to gold	Lines 15-17 <i>i-zu-zu zi-zu ga-am-ru</i> - agree to the division and the division is finished. Line 18: <i>iš-tu pi-e a-di ħuraši</i> - from the straw to the gold.
Nat 6	No claim	Lines 19-20: <i>ana matima a-ĥu-um a-na a-ĥa-im la iragamu</i> - at future brother against brother will not have a claim against another.
Nat 7	Oath in temple/ oath	No oath in temple. Oath: lines 21-22 - the spirit of Šamaš, Aa, Marduk, and Samsu-iluna, the king they have invoked.
Nat 8	Preference portion	None.
Nat 9	Equal shares: <i>mi- it-ĥa-ri-iš</i>	None.
Nat 10	Trustee	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <i>pan</i> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Name of contractual parties.

I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Description of unit, extent of unit, boundaries of unit: 3 acres, a field of the province of Tarbani (and) part of one acre, a field, share of Âḥḥati-šunu beside the field of Âmat-Šamaš daughter of Libit-Nanâ and beside the field of Bêl-šunu its first end the river Euphrates its second end the aquaduct. Specified also type of movable property e.g 1 ox, 1 young bull.
I4	Special legal terms/ Symbolism	Line 16: <i>i-zu-zu zi-zu ga-am-ru</i> - agree to the division and the division is finished. Line 17: <i>li-ib-ba-šu-nu ta-ab</i> - their hearts are satisfied. Line 18: <i>iš-tu pi-e a-di ḥuraši</i> - from the straw to the gold. Lines 19-20: <i>ana matima a-ḥu-um a-na a-ḥa-im la iragamu</i> - at future brother against brother will not have a claim against another.
I5	Oath: king and/or gods	Lines 21-22: the spirit of Šamaš, Aa, Marduk, and Samsu-iluna the king they have invoked.
I6	Witnesses' names, rank/family standing	Lines 23-27: Pan (before) and name of witnesses and status, e.g. son ( <b>dumu</b> ) of X.
Qualities of Division Text		
I7	Language	Akkadian and some Sumerian words.
I8	Location	Sippar.
I9	Tablet's condition	Not good, some omission text, especially with date formula. "The size of the tablet is $2\frac{7}{8}$ inches by $1\frac{7}{8}$ inches, and the case is $3\frac{5}{16}$ inches by $2\frac{5}{16}$ inches" (Pinches 1888:59).
I10	Number of copies	Division only regarding one asset and one brother's awarded divided asset, therefore more than one recording regarding the division agreement.
I11	Date Formula	Month Iyyar, day 18 <sup>th</sup> year of the announcement (?) of the closing (?) of the temple of Bel. The rest of the tablet is damaged and some text is omitted and therefore we cannot determine the entire date formula.



I12	Seals Impressions	“The seal-impressions occupy the edges and the blank spaces on the left of the inscription on the latter, and have also been made on portions of the inscribed surface, especially the edge on the right” (Pinches 1888:59).
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)*, S24 Samsu-iluna. Natural elements: Sippar seq Nat1: 4,5,6,7,12: Nat 4 heart is satisfied, Nat 5 completely divided, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

## 25. (S25) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF AWÎL-ADAD BETWEEN WARAD-SIN, SÎN-IDDINAM, ILÎ-BANI AND SON/NEPHEW, INA-ÊULMAŠ-ZÊR, SON OF THE ILÎ-BANI

### 25.1 Source

Sippar text from Schorr's (1913: 269-271) "*Urkunde*". The text is transcribed and translated by Schorr (1913:269-271), in German with the researcher's translation in English. The text is recorded during the 11B<sup>th</sup> reign of Ammī-šaduqa.

### 25.2 Background information

Schorr opines (1913:269- 270), that the text is a recorded division agreement of a deceased estate of Awîl-Adad, between Warad-Sin, Sîn-iddinam, Ilî-bani and their nephew, Ina-Êulmaš-zêr, son of their late brother Ilî-bani, during the reign of King Ammī-šaduqa. Ina-Êulmaš-zêr their nephew, receives a house property. It appears that some house devices belong to all heirs together, which they administer together as a kind of fief. The oldest beneficiary has performed, before his co-beneficiaries, a ceremony oath with the emblem of Ellil. In the text some of the ceremonial rituals were mentioned including: "Warad-Sin, compared with Sîn-iddinam [and Ina-Êulmaš-zêr], the children of the Awîl-Adad the emblem of the Ellil, in the sanctum of the god, and has cleaned themselves".

### 25.3 Family members involved

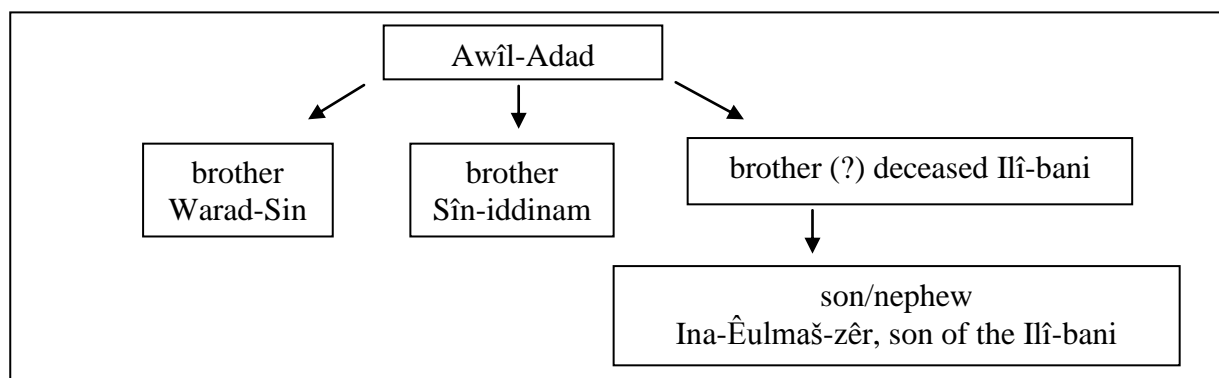


Figure 50 Schematic outline of family: father Awîl-Adad and sons Warad-Sin, Sîn-iddinam, Ilî-bani and their nephew, Ina-Êulmaš-zêr, son of their late brother Ilî-bani

## 25.4 Transcription and translation

Transcription and translation in German by Schorr (1913: 269-271) and translation by the researcher.

	Transcription	Schorr's translation	Researcher's translation
1	3 <sup>1</sup> / <sub>2</sub> <b>sar ki-gál</b>	3 <sup>1</sup> / <sub>2</sub> <b>sar ki gál</b> -Grundstück,	3 <sup>1</sup> / <sub>2</sub> <b>sar ki gál</b> property,
2	<b>libba</b> 10 <b>sar ki-gál</b> <i>i-na</i>	gehörig zu 10 <b>sar</b> Ki.Gál-	belonging to 10 <b>sar ki gál</b>
3	<i>sippar</i> <sup>ki</sup> <i>am-na-nim</i>	Grundstück in Sippar-Amnâ-	property in Sippar-Amnâ-
4	<i>ša itti</i> <sup>ilu</sup> <i>sín-na-di-in-šu-mi iš-</i> <i>ša-mu</i>	num, das von Sin-nadin-šumi gekauft wurde, neben dem	num which was bought by Sin-nadin-šumi, next to
5	<i>ita bît</i> <sup>sinništu</sup> <i>bi-it-te-tum sal-me</i> <sup>ilu</sup> <i>šamaš a]-ḫa-at a-bi-šu</i> <i>ù ita bît</i> <sup>ilu</sup> <i>sín-i-din-nam</i> _ _	Hause der Bittetum der Sal. Me Priesterin des Šamaš, der Schwester seines Vaters, und	the house of the Bittetum the <b>sal-me</b> priestess of Šamaš, the sister of his
6	<b>sag-bi</b> 1 <sup>kam</sup> - <i>ma rêbitum</i>	neben dem Hause des Sin-	father, and next the house
7	<b>sag-bi</b> 2 <sup>kam</sup> - <i>ma ni-di-tum ša</i>	idinnam _ _ _, dessen eine	of the Sin-idinnam _ _ _
8	<i>muškê-nûti</i> _ _ <i>a-ga ku-ut-ta-tum</i>	Frontseite der Hauptplatz, dessen zweite Frontseite das	of which it is a front side of the main square, second
9	<i>zitti [i]-na-ê-ul-maš-zêr</i>	unbebaute Grundstück der	front side the undeveloped
10	<i>mâr ì-lí-ba-ni mâr a-ḫi-šu-nu</i>	Ministerialen ist _ _ _, ist der	land of the ministry
11	<i>ša it-ti warad-</i> <sup>ilu</sup> <i>sín ù</i> <sup>ilu</sup> <i>sín-i-</i>	Anteil des Ina-Êulmaš-zêr,	officials is _ _ _ is the
12	<i>din- nam</i> <i>mârê</i> <sup>meš</sup> <i>a-wi-il-</i> <sup>ilu</sup> <i>adad aḫ-ḫi a-</i>	Sohnes des Ilî-bani, des Sohnes ihres (pl.) Bruders,	inheritance share of Ina- Êulmaš-zêr, son of the Ilî-
13	<i>bi-šu</i> <i>i-zu-zu</i>	den er (bei der Teilung) mit Warad-Sin und Sin-idinnam,	bani, the son of her brother whom he has
14	<i>zi-zu ga-am-ru</i>	den Kindern des Awîl-Adad,	received (in the division)
15	<i>li-ib-ba-šu-nu tâb</i> <sup>ab</sup>	den Brüdern seines Vaters,	with Warad-Sin and Sin-
16	<i>šu(?) -kut-ti bît a-ba ša i-li-a-</i>	als Anteil erhalten hat.	idinnam, the children of
17	<i>am</i> <i>ša bi-ri-šu-nu-ma</i>	Sie haben geteilt, sie sind fertig. Ihr Herz ist befriedigt.	Awîl-Adad, the brothers of his father, as an
18	<i>i-li-ik bît a-ba</i>	Geräte des Vaterhauses, die	inheritance share.
19	<i>mi-it-ḫa-ri-iš i-il-la-ku</i>	(noch) auftauchen, gehören	They have divided, they
20	<i>iš-tu a-na mi-im-ma mar-ši-it</i>	ihnen gemeinsam.	are ready. Their heart is
21	<sup>1</sup> <i>a-wi-il-</i> <sup>ilu</sup> <i>adad a-bi-šu-nu</i>	Das Lehen des Vaterhauses	satisfied. The devices of
22	<i>i-na šurinni ša</i> <sup>ilu</sup> <i>ellil</i>	warden sie zusammen	the father's house which



	<i>mâr gi-[mil<sup>il</sup>]<sup>u</sup>marduk</i>		da]iânum son of Gi-[mil <sup>il</sup> ] <sup>u</sup> Marduk
37	<i>maḥar<sup>ilu</sup> sîn-na-di-in-šu-mi</i> <i>mâr<sup>ilu</sup> marduk-na-ši-ir</i>		Before <sup>ilu</sup> Sîn-na-din-šu-mi son of <sup>ilu</sup> Marduk-na-šiir
38	<i>maḥar<sup>ilu</sup> ellil-na-ši-ir mâr</i> <i>ibḫu-an-nu-ni-tum Ir(?)</i>		Before <sup>ilu</sup> Ellil-na-šiir son of Ibḫu-anu-ni-tum Ir(?)
39	<i>maḥar mâr-ûm-ešra<sup>kan</sup> akil</i> <i>amurîm</i>		Before Mâr-ûm-ešra <sup>kan</sup> akil amurîm
40	<i>maḥar ta-ri-bu-um mâr ú-tul-</i> <i>íštar</i>		Before Ta-ri-bum son of Ú-tul-íštar
	<i>maḥar warad-<sup>ilu</sup>ul-maš-ši-tum</i>		Before Warad- <sup>ilu</sup> ul-maš-
41	<i>e(!)-ri-ib bît<sup>ilu</sup> sin(?)</i>		ši-tum e(!)-ri-ib bît <sup>ilu</sup> sin(?)
42	<i>maḥar<sup>ilu</sup> ḫi-iš-ti-ê-a</i> <b>tupšarrum</b>		Before Ḫi-iš-ti- <sup>ilu</sup> ê-a the scribe
43	<i>waraḥ elûlim 2<sup>kam</sup>-ma ûm 23<sup>kam</sup></i>		In the month Elûlum,
44	<b>mu am-mi-za-du-ga lugal-e</b>		month 23, 2 <sup>nd</sup> day
45	<b>bád-am-mi-za-du-ga<sup>ki+</sup></b>		In the year in which King
46	<b>ka íd buranun<sup>ki</sup>-[n]a-ta</b>		Ammî-saduga built at the
47	<i>ne-in-dim-ma-a</i>		mouth of the Euphrates the great wall.

## 25.5 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	Brothers and their nephew.
E 2	Deceased Estate owner:	Father and great grandfather: Awîl-Adad.

E 3	Estate assets	3 <sup>1/2</sup> <b>sar ki-gál</b> property and severely to 10 <b>sar ki-gál</b> property is only regarding the awarded divided asset of their nephew. The housegoods is subject to a fief which were not described in the text. It seems that the whole estate, except for the fief over the household goods is divided when referring to lines 26-29: <i>ul-maš-zêr] mârû<sup>meš</sup> a-wi-[il-<sup>ilu</sup>adad] ú-ub-bi-[bu] ukur-šû</i> - after concerning all acquisition possession of the Awîl-Adad. However agreements regarding the brothers division could be agreed upon and not reflected in the text. The division “from straw to gold” is not present.
E 4	Mutual Consent	Line 14: <i>i-zu-zu</i> – they have divided and line 15: <i>zi-zu ga-am-ru</i> – they have shared, they are finished.
E 6	<i>Raison de'Être</i>	Exchange.

(b) *Natural elements*

The natural elements are the choices from law and practice in Old Babylonian Sippar between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will ( <sup>giš</sup> <b>sub-ba</b> / <i>išqu</i> )	None.
Nat 4	Heart is satisfied	Line 16: <i>li-ib-ba-šu-nu tâb<sup>ab</sup></i> – their hearts is satisfied.
Nat 5	Much as there is/ completely divided/	Line 15: <i>zi-zu ga-am-ru</i> – they have shared, they are finished.

	straw to gold	
Nat 6	No claim	None.
Nat 7	Oath in temple/ oath	Oath in temple: line 21: <i>iš-tu a-na mi-im-ma mar-ši-it</i> - after concerning all acquisition possession of..., Lines 26-29: <i>ul-maš-zêr] mârû<sup>meš</sup> a-wi-[il-<sup>ilu</sup>adad] ú-ub-bi-[bu]</i> <b>Ukur-Šû</b> - after concerning all acquired ownership of Awîl-Adad, their father, Warad-Sin, compared with Sin-idinnam [and Ina-Êulmaš-zêr], the children of the Awîl-Adad the emblem of the Ellil, in the sanctum of the god, and has cleaned themselves. Oath: they have sworn .... by Šamaš, Marduk and king Ammī-šaduqa.
Nat 8	Preference portion	None.
Nat 9	Equal shares <i>mi-it-ha-ri- iš</i>	Line 20 - <i>mi-it-ḥa-ri-iš</i> .
Nat 10	Trustee	The devices of the father's house which (yet) emerge belong to them together. The fief of the father's house they will administer together.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <i>maḥar</i> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Warad-Sin, Sin-idinnam, Ilî-bani and the nephew, Ina-Êulmaš-zêr, son of their brother Ilî-bani who is probably predeceased.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	3 <sup>1/2</sup> <b>sar ki-gál libba</b> 10 <b>sar ki-gál i-na sippar</b> <sup>ki</sup> <i>am-na-nim</i> - 3 <sup>1/2</sup> <b>sar ki-gál</b> property, severely to 10 <b>sar ki-gál</b> property in Sippar-Amnâ-num and also some housegoods subject to a fief which were not describe in the text.
I4	Special legal terms/ Symbolism	<p>Line 10: <i>zitti</i>– share of X.</p> <p>Line 14: <i>i-zu-zu</i> – they have divided.</p> <p>Line 15: <i>zi-zu ga-am-ru</i> – they have shared, they are finished.</p> <p>Line 16: <i>li-ib-ba-šu-nu tâb</i><sup>ab</sup> – their hearts is satisfied.</p> <p>Line 21: <i>iš-tu a-na mi-im-ma mar-ši-it</i> - after concerning all acquisition possession of X.</p> <p>Lines 26-29: <i>ul-maš-zêr] mârû</i><sup>meš</sup> <i>a-wi-[il-</i><sup>ilu</sup><i>adad] ú-ub-bi-[bu]</i> <b>Ukur-Šû</b> - after concerning all acquired ownership of Awîl-Adad, their father, Warad-Sin, compared with Sin-idinnam [and Ina-Êulmaš-zêr], the children of the Awîl-Adad the emblem of Ellil, in the sanctum of the god, and has cleaned themselves.</p> <p>Line 29: <i>a-ḥu a-na a-[ḥi la ra-ga-]mi-im</i> – they will not raise claims.</p>
I5	Oath: king and/or gods	They have sworn that will not in the future claim against another, by Šamaš, Marduk and king Ammī-šaduqa.
I6	Witnesses' names, rank/family standing	Lines 32-42: <i>maḥar</i> (before) and name of witnesses and status, e.g. son ( <i>mâr</i> ) of X. Name of scribe.
Qualities of Division Text		
I7	Language	Akkadian and some Sumerian words.



I8	Location	Sippar.
I9	Tablet's condition	Fairly good, some text is omitted.
I10	Number of copies	Only the brothers nephew's share is mentioned to be awarded to him and the housegoods in the house is to be administer and maintained by the brothers as vassals.
I11	Date Formula	<p>The month formula: In the 23th month Elûlum, second day. Compare discussions by Cohen (1993:269-271)</p> <p>The year formula is: In the year in which King Ammī-šaduqa built at the mouth of the Euphrates the great wall.</p> <p>Lines 43-47: <b>mu</b> <i>am-mi-za-du-ga</i> <b>lugal-e</b> <b>bàd</b>-<i>am-mi-za-du-ga</i><sup>ki+</sup> <b>ka</b> <b>íd</b> <i>buranun</i><sup>ki</sup>-[n]<i>a-ta ne-in-dim-ma-a</i> – in the year in which King Ammī-šaduqa built at the mouth of the Euphrates the great wall</p> <p>King Ammī-šaduqa 11b<sup>th</sup> reign.</p> <p><b>mu</b> <i>am-mi-sya-du-qá</i> <b>lugal-e</b> <b>bàd</b><sub>3</sub> <i>gal-la hur-sag-gim ki-a íb-ta-an-è ka íd2-buranun</i><sup>ki</sup>-<i>ta bí-in-dù-a</i> - year in which Ammī-šaduqa the king built the great wall raising like a mountain on the mouth of the Euphrates.<sup>43</sup></p>
I12	Seals Impressions	Unknown.
I13	Rhythm sequence Special Style	<p>Essential elements:</p> <p>Sippar seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)*, Sippar seq Nat3compl: Nat4,5,7,10,12: Nat 4 heart is satisfied, Nat 5 completely divided, Nat 7 oath, Nat 10 Trust/Trustee, Nat 12 witnesses.</p>

<sup>43</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yearnames/HTML/T12K10.htm>. Cited 2 February 2012.

## 26. (S26) DIVISION AGREEMENT OF PATERNAL DECEASED ESTATE OF WARAD-ULMAŠŠĪTUM BETWEEN BROTHERS WARD-MARDUK, IBNI-MARDUK AND PAZZALUM

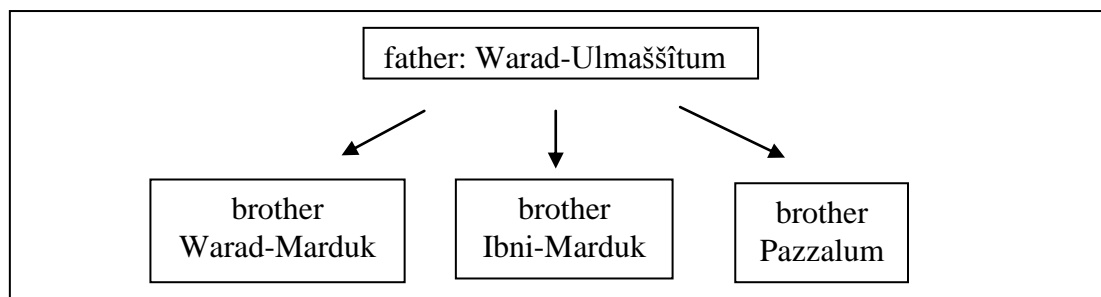
### 26.1 Source

Sippar text from Schorr's (1913) "*Urkunde*", number 195. The text is transcribed and translated by Schorr (1913:271-273) in German, with the researcher's translation in English. The text is recorded during the 16<sup>th</sup> reign of Ammī-ṣaduqa.

### 26.2 Background information

The text is a recorded division agreement of the deceased paternal estate of Warad-Ulmaššitum, wherein his sons Ward-Marduk, Ibni-Marduk and Pazzalum, agreed to a division of the paternal deceased's estates' assets.

### 26.3 Family members involved



**Figure 51 Schematic outline of family: father Warad-Ulmaššitum and children Ward-Marduk, Ibni-Marduk and Pazzalum**

## 26.4 Transcription and translation

	Transcription	Schorr's translation	Researcher's translation
1	<i>1<sup>rêšu</sup> amtum anum-bá-sa ga-</i>	1 Sklavin Anum-gâmil (?)	1 slave Anum-gâmil with
2	<i>du mârê<sup>meš</sup>-ša</i>	samt ihren Kindern ist der	her children is the
3	<i>zitti warad-<sup>ilu</sup> marduk dêkâm</i>	Erbanteil des Ward-Marduk,	inheritance share of Ward-
4	<i>1<sup>rêšu</sup> wardum šill<sup>lî-ilu</sup> ir-ra</i>	des Zugführers (?); 1 Sklave	Marduk, the platoon leader <sup>44</sup>
5	<i>zitti ib-ni-<sup>ilu</sup> marduk</i>	Šillî-Irra ist der Erbanteil	(?); 1 slave Šillî-Irra is the
6	<i>1<sup>rêšu</sup> amtum la-la-bi-tum</i>	des Ibni-Marduk; 1 Sklavin	inheritance share of Ibni-
7	<i>zitti pa-az-za-lum</i>	Lala-bîtum ist der Erbanteil	Marduk;
8	<i>mi-im-ma an-ni-i-im</i>	des Pazzalum. All dieses	1 slave Lala-bîtum is the
9	<i>zittâtî<sup>sun</sup> mârê<sup>meš</sup> warad-<sup>ilu</sup> ul-</i>	sind die Erbanteile der	inheritance share of the
10	<i>maš-ši-tum</i>	Kinder des Warad-	Pazzalum.
11	<i>ša warad-<sup>ilu</sup> marduk dê-kûm</i>	Ulmaššîtum.	All this are the inheritance
12	<i>(?) a-ḫu-šu-nu</i>	Das, was Warad-Marduk,	shares of the children of
13	<i>i-na e-mu-uḫ ra-ma-ni-šu</i>	der Zugführer (?), ihr	Warad-Ulmaššîtum.
14	<i>ir-šu-ú-ma</i>	Bruder, aus eigener Kraft	What Warad-Marduk, the
15	<i>a-na ib-ni-<sup>ilu</sup> marduk</i>	erworben hat, hat er dem	platoon leader (?), their
16	<i>ù pa-az-za-lum aḫ-ḫi-šu</i>	Ibni-Marduk und Pazzalum,	brother, has acquired from
17	<i>i-na tu-ba-ti-šu i-zu-zu</i>	seinem Brüdern, aus	his own power he has
18	<i>iš-tu warad-<sup>ilu</sup> marduk de-</i>	Gutwilligkeit zuerteilt.	allotted in good will to Ibni-
19	<i>kûm (?) a-ḫu-šu-nu</i>	Gemäß dem, daß Warad-	Marduk and Pazzalum, his
20	<i>a-na mar-ši-it</i>	Marduk, der Zugführer (?),	brothers.
21	<i>1 warad-<sup>ilu</sup> ul-maš-ši-tum a-</i>	ihr Bruder, hinsichtlich des	According to that, Warad-
	<i>bi-šu-nu</i>	Vermögens des Warad-	Marduk, the platoon leader
	<i>i-na ni-iš ilîm</i>	Ulmaššîtum, ihres Vaters,	(?), their brother, regarding
	<i>a-na ib-ni-<sup>ilu</sup> marduk</i>	durch den Gotteseid	the assets of Warad-
	<i>ù pa-az-za-lum aḫ-ḫi-šu</i>	gegenüber Ibni-Marduk und	Ulmaššîtum, his father, by
	<i>ú-ub-bi-bu</i>	Pazzalum, seinen Brüdern.	the god's oath compared it
		Sich gereinigt hatte, werden	with Ibni-Marduk and
		Ibni-Marduk und Pazzalum,	Pazzalum, his brothers.
		die Kinder des Warad-	They, Ibni-Marduk and

<sup>44</sup> *dê-kûm* – translation is unknown. Schorr (1913:271) translated it as a platoon leader. Cf. CAD D3:128 *dê-kû* translates as collector for taxes or corvée labour or a night watchman. Other translation is CAD D3:127 to call up soldiers and dispatch them or to move soldiers.

22	<i>ú-ul i-tu-ur-ru-ma</i>	Ulmašši-tum, gegen Warad-	Pazzalum, the children of
23	<i>1 ib-ni-<sup>ilu</sup>marduk ù pa-az-za-lum</i>	Marduk, den Zugführer (?),	the Warad-Ulmašši-tum,
24	<i>mârû<sup>meš</sup> warad-<sup>ilu</sup>ul-mas-ši-tum</i>	ihren Bruder, nicht, indem	had purified themselves and
25	<i>a-na warad-<sup>ilu</sup>marduk dēkîm</i>	sie darauf zurückkommen,	compared against Warad-
	<i>(?) a-ḫi-šu-nu</i>	Klage erheben.	Marduk, the platoon leader
26	<i>ú-ul i-ra-ag-ga-mu</i>	Bei Šamaš, Marduk und	(?),
27	<i>niš<sup>ilu</sup>šamaš<sup>ilu</sup>marduk ù am-mi-za-du-ga lugal-e</i>	Ammî-saduga, dem König,	Brother to brother will not
28	<i>in-pá(d)-de<sup>meš</sup></i>	haben sie geschworen.	come back and raise a
		Am 30. Nisannum, im Jahre,	complaint against each
		in welchem König Ammî-	other.
		saduga auf den erhabenen	They have sworn by Šamaš,
		Befehl des Šamaš, seines	Marduk and King Ammî-
		Herrn, den Kanal Ammî-	šaduqa.
		saduga-nuḫuš-nîši usw.	
29	<i>maḥar<sup>dingir</sup>nanna(r)-ma-an-sum daiânum</i>		Before <sup>dingir</sup> Nanna(r)-ma-
30	<i>maḥar<sup>ilu</sup>sîn-iš-me-a-ni daiânum</i>		an-sum daiânum
31	<i>maḥar ibḫu-an-nu-ni-tum daiânum</i>		Before <sup>ilu</sup> Sîn-iš-me-a-ni
32	<i>maḥar ibḫu-ì-lí-šu daiânum</i>		daiânum
33	<i>maḥar a-bu-wa-ḫar mâr<sup>ilu</sup>sîn-i-din-nam</i>		Before Ibḫu-an-nu-ni-tum
34	<i>maḥar i-si(?)-man-i akil amurrîm</i>		daiânum
35	<i>maḥar tam-la-tum mâr ibḫu-<sup>[nâ]</sup>ir-ni-na</i>		Before Ibḫu-ì-lí-šu daiânum
36	<i>maḥar warad-ê-til-an-na mâr ib-ga-tum</i>		Before Abu-wa-ḫar son of
37	<i>maḥar šu-mi-li-ib-ši mâr i-na-pa-li-e-ši</i>		<sup>ilu</sup> Sîn-i-din-nam
38	<i>maḥar ḫi-iš-til-<sup>ilu</sup>ê-a isân-</i>		Before I-si(?)-man-i akil
			amurrîm
			Before Tam-la-tum son of
			Ibḫu- <sup>[nâ]</sup> ir-ni-na
			Before Warad-ê-til-an-na
			son of Ib-ga-tum
			Before Šu-mi-li-ib-ši son of
			i-na-pa-li-e-ši
			Before Ḫi-iš-til- <sup>ilu</sup> ê-a isân-

39	<i>dub-ba-a</i> <i>maḥar nîsannim ûm 30 kam</i>		dub-ba-a Before Nîsannim of third ranking.
40	<b>mu am-mi-za-du-ga lugal-</b>		In the year, in which king
41	<b>e</b> <b>inim-bi maḥ <sup>dingir</sup>babbar</b>		Ammī-ṣaduqa at the exalted
42	<b>lugal-a-ni-ta</b> <b>íd am-mi-za-du-ga nu-ḥu-</b>		command of Šamaš, his
	<b>uš ni-ši</b>		king, he had dug a canal for
			and called it ‘Ammī-ṣaduqa’.

## 26.5 Elements of the family deceased division agreement

### (a) Essential elements

The essential elements are the basic elements present for an agreement, to qualify as a division agreement.

E 1	Family connection	The brothers Ward-Marduk, Ibni-Marduk and Pazzalum agreed to a division of their deceased father’s estate Warad-Ulmaššîtum.
E 2	Estate owner	Father, Warad-Ulmaššîtum.
E 3	Estate assets: fully or partially divided	Slaves and the following clauses: what Warad-Marduk, the platoon leader (?), their brother, has acquired from his own power he has allotted in good will to Ibni-Marduk and Pazzalum, his brothers.
E 4	Mutual Consent	Line 14: <i>i-zu-zu</i> – they agreed to divide.
E 5	<i>Raison de’Être</i>	Exchange.

### (b) Natural elements

The natural elements are the choices from law and practice in Old Babylonian Sippar, between the contractual parties in a division agreement.

Nat 1	Adoption/ support	None.
Nat 2	Bringing in	None.
Nat 3	Division by lots/in good will ( <sup>giš</sup> <b>sub-ba</b> /išqu)	Lines 10–14: <i>i-na e-mu-uḫ ra-ma-ni-šu ir-šu-ú-ma a-na ib-ni-<sup>ilu</sup>marduk ù pa-az-za-lum aḫ-ḫi-šu i-na tu-ba-ti-šu i-zu-zu</i> - what Warad-Marduk, the platoon leader (?), their brother, has acquired from his own power and he has allotted in good will to Ibni-Marduk and Pazzalum, his brothers.
Nat 4	Heart is satisfied	None.
Nat 5	Much as there is/ completely divided/ straw to gold	None.
Nat 6	No claim	Line 26: <i>ú-ul i-ra-ag-ga-mu</i> - brother to brother will not come back to raise a complaint.
Nat 7	Oath in temple/ oath	<p>Oath in the temple: according to that, Warad-Marduk, the platoon leader (?), their brother, regarding the assets of Warad-Ulmaššîtum, his father, by the god's oath; compared it with Ibni-Marduk and Pazzalum, his brothers. They, Ibni-Marduk and Pazzalum, the children of the Warad-Ulmaššî-tum, had purified themselves and compared against Warad-Marduk, the platoon leader (?)</p> <p>Lines 15-25: <i>iš-tu warad-<sup>ilu</sup>marduk de-kûm (?) a-ḫu-šu-nu a-na mar-ši-it 1 warad-<sup>ilu</sup>ul-maš-ši-tum a-bi-šu-nu i-na ni-iš ìlîm a-na ib-ni-<sup>ilu</sup>marduk ù pa-az-za-lum aḫ-ḫi-šu ú-ub-bi-bu ú-ul i-tu-ur-ru-ma 1 ib-ni-<sup>ilu</sup>marduk ù pa-az-za-lum mârû<sup>meš</sup> warad-<sup>ilu</sup>ul-mas-ši-tum a-na warad-<sup>ilu</sup>marduk dêkûm (?) a-ḫi-šu-nu</i></p> <p>Oath, lines 27-28: <i>niš <sup>ilu</sup>šamaš <sup>ilu</sup>marduk ù am-mi-za-du-ga lugal- in-pá(d)-de<sup>meš</sup></i> - they have sworn by Šamaš, Marduk and King Ammī-šaduqa.</p>

Nat 8	Preference portion	None.
Nat 9	Equal shares	None.
Nat 10	Trustee	None.
Nat 11	Usufruct	None.
Nat 12	Witnesses	Witnesses present with term: <i>maḥar</i> .

(c) *Incidental elements*

Incidental elements are aspects of written formalities and qualities of recorded division agreement by scribal school practices; influenced by region, language differences and social conditions.

Written formalities		
I1	Name of contractual parties, son of x?	Warad-Marduk, Ibni-Marduk and Pazzalum children ( <i>mârû<sup>meš</sup></i> ) of Warad-Ulmaššîtum.
I2	Birth Order of brothers	None.
I3	Description of assets: thorough description, value	Description only of slaves – name of slave, e.g lines 1: <i>1<sup>rēsu</sup>amtum anum-bá-ša ga-du mâre<sup>meš</sup>-ša</i> - 1 slave Anum-gâmil with her children is. Then refers only to all that what is acquired by the one beneficiary, however does not specified the assets.
I4	Special legal terms/ Symbolism	Lines 2, 4, 6: <i>zitti</i> – inheritance share of x. Line 14: <i>i-zu-zu</i> – they agreed to divide. Line 26: <i>ú-ul i-ra-ag-ga-mu</i> - brother to brother will not come back to raise a complaint.

I5	Oath: king and/or gods	Line 27-28: they have sworn by Šamaš, Marduk and King Ammī-šaduqa.
I6	Witnesses' names, rank/family standing	Lines 29-39: <i>maḥar</i> the word for “before”. Names of witnesses and status of son ( <i>mâr</i> ) of X.
Qualities of Division Text		
I7	Language	Akkadian and few Sumerian words.
I8	Location	Sippar.
I9	Tablet's condition	Good, no omitted transcription and translation.
I10	Number of copies	One copy.
I11	Date Formula	<p>Lines 40-42: <b>mu am-mi-za-du-ga lugal-e inim-bi maḥ<sup>dingir</sup> babbar lugal-a-ni-ta íd am-mi-za-du-ga nu-ḥu-uš ni-ši</b> - in the year, in which king Ammī-šaduqa at the exalted command of Šamaš, his king, a canal and called it Ammī-šaduqa has dug.</p> <p>Ammī-šaduqa 16<sup>th</sup> reign. <b>mu du-ga mah-a<sup>d</sup>utu / <sup>d</sup>marduk-ke4 lugal-a-ni-ta íd-am-mi-ša-du-qá-nu-hu-uš-ni-ši mi-ni-in-ba-al-la-a mu-a-ni bí-in-sa<sub>4</sub></b> - in the year (Ammī-šaduqa) dug, at the exalted command of Šamaš / Marduk his king, a canal and called it ‘Ammī-šaduqa’ which provides abundance for the people.<sup>45</sup></p>
I12	Seals Impressions	Unknown
I13	Rhythm sequence Special Style	Essential elements: Sippar seq E.4: Complex family relationships – combination of 1-3. Natural elements: Sippar seq Nat3compl: combinations of: Nat3,6,7,12; Nat 3 division by lots, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses.

<sup>45</sup> Cf. (Old Babylonian Date Formulae) <http://cdli.ucla.edu/tools/yearnames/HTML/T12K10.htm>. Cited 2 February 2012.





## **APPENDIX D: INDEX OF CONTRACTUAL PARTIES RELATIONSHIP TO EACH OTHER AND DECEASED OWNER'S IN TEXTS**

(Abbreviations: B brother, CP contractual party, DO deceased owner, F father, M mother, N nephew, P priestess, PB predeceased brother, S son, U uncle. Regarding the texts: L Larsa, SI Sippar and N Nippur)

### **A**

Abaya

L10,CP,B 105

Abî-ṭābum

L5,CP,B 54, 60

Adayatum

SI5,CP.B 237, 240

Adda-kala

N7,CP,B 169

Âḫḫati-šunu

SI25,CP,B 376, 377

Aḫulap-<sup>d</sup>utu

SI2,CP,B 216

AMAR.UTU-mubaliṭ

SI3,CP.B 222

AMAR.UTU-našir

SI21,DO,F 351

Amat-Šamaš

SI6,CP,S,P 243

Anu-pī<sup>d</sup>-Ilabrat

N1,CP,B 119

Apil-ilišu

L4,CP,B 45, 49

Apil-Sin

L4,CP,B 45, 49

Apíltasà

SI7,CP,S 250, 254

Awât-Aja

SI17,CP,S,P 321

Awil-Adad

SI5,CP,B 237, 240

Awîl-Adad

SI26,DO,F 383

Awil-dingir

SI3,DO,M 222

## B

Bêl-banî

SI25,CP,B 376, 377

Bêlessunu

L2,CP,B 31, 35

Bêliznu

SI17,DO,M 321

Bêl-šunu

SI25,CP,B 376, 377

Budium

SI17,CP,B 321

Bunîni

SI18,DO,F 328

SI19,DO,F 335

Buzazum

L5,CP,B 54, 58, 60

## D

Dingir-pisa

SI9,CP,B 264, 269

Dingir-šu-ba-ni

SI22,CP,B 358

Dingir-šuibnišu

SI21,CP,B,U 351

## E

Ellil-1ushag

N6,CP,B 160

Émagir

SI21,CP,B,U 351

Enlil-mansi

N5,DO,F,GF 152

Enlilsu

SI9,CP,B 264, 269

Erištum

SI10,CP,S,P 273, 278

SI6,CP,S,P 243

SI7,CP,S,P 250, 254

## G

Gaz-Ištar

SI20,DO,F 343

## H

Hiššâtum

L2,CP,B 31

## H

Humurum

SI16,CP,S 316

## I

Iâ

L5,CP,B 54, 58, 60

Ibbi-Enlil

N8,DO,F 180

N9,CP,B,N 188, 193

Ibbi-Ilabrat

L6,CP,B 62

Ibi-enlil

SI9,CP,B 264, 269

Ibi-Sin

SI19,CP,B 335, 336

Ibni-diškur

SI22,CP,B 358

Ibni-Irra

SI1,CP,B 211

Ibni-Marduk

SI27,CP,B 391

Ibni-Šamaš

SI11,CP,B 280, 281, 288, 289, 295, 296

SI12,CP,B 288, 291

SI13,CP,B 295, 298

Iddin-Adad

SI5,CP,B 237, 240  
 Idinam  
 SI14,CP,B 303, 305  
 Idin-Šamaš  
 L6,CP,B 62  
 Idinu  
 SI10,CP,S 273, 278  
 Igi-shag  
 N5,CP,N 152  
 Ili-awili  
 N9,CP,B,U 188  
 Ìlí-Awilim-rabi  
 SI24,CP,B 368  
 Ilî-bani  
 SI26,PF 383  
 Ilîma-aḫî  
 SI16,CP,B 316  
 Ilî-nâšir  
 L6,CP,B 62  
 Ì-lí-sukkal  
 L1,CP,B 23, 27  
 Ilî-sukkalum  
 L7,CP.B 76, 84  
 Illisukkal  
 SI4,CP,? 232  
 Îl-šu-banî  
 SI25,CP,B 376, 377  
 Ilšu-ellassu  
 L10,CP,B 105, 111  
 Iltâni  
 SI20,CP,S,P 343  
 Ilušu-ellâzu  
 SI17,CP,B 321  
 Ilušu-ibišu  
 SI19,PF 335, 336  
 Ina-Ekur-rabi  
 N5,DO,B 152  
 Ina-Êulmaš-zêr  
 SI26,CP,N 383  
 Inbuša  
 SI1,CP,B 211  
 SI9,CP,S 264, 269

Ipquša

SI8,CP,B 258

Iptur-Sîn

SI3,DO,F 222

Iribam-Sîn

L6,CP,B 62

Irra-nâšir

SI11,CP,B 280, 281, 288, 289, 295, 296

SI12,CP,B 288, 291

SI13,CP,B 295, 298

Iskur-zi-mu

SI22,CP,B 358

## L

Lamassuya

SI5,DO,F 237

Lamâzi

SI15,CP,S,P 309

Lamâzî

SI19,CP,S,P 335, 336

Lipit-Ea

L9,CP,B/C/N(?) 96

Lipit-Ištar

L4,CP,B 45, 49

SI18,CP,B 328, 329, 331

SI19,CP,B 335, 336

Ludlul-Sîn

L5,CP,B 54, 58, 60

Lugal-azida

N3,DO,F 138, 140

## M

Mannum-mešu-liššur

N10,CP,EB 198

Marduk-našir

SI25,CP,B 376, 377

Mâr-iršitim

SI17,CP,B 321

Mâr-Iršitim

L6,CP,B 62

Migir-Ellil

N4,DO,M 144  
 Migrat-<sup>d</sup>Šin  
 L1,CP,Si 23, 27  
 Mimma  
 SI10,CP,S 273, 278  
 Minani  
 L7,CP,Si 76, 84  
 Munanum  
 SI14,CP,B 303, 305  
 Munawirum  
 N10,CP,B 198, 203  
 Muna-wirum  
 N8,CP,B 180

## N

Namaršu-lumur  
 N8,CP,B 180, 183, 187  
 Nanna-aya  
 N9,CP,B.N 188, 193  
 Nanna-meša  
 N7,CP,EB 169  
 Nannar-ara-mungin  
 N6,CP,B 160  
 Narubtum  
 N4,CP,D 144  
 NinIB-nirgal  
 N3,CP,B 138, 140  
 Ninib-rim-ili  
 N2,CP,U 130  
 Ninurta-muštal  
 N8,CP,EB(?) 180, 183, 187  
 Nûr-Šamaš  
 SI16,CP,B 316  
 Nuska-amah  
 N10,DO,F 198

## P

Pala-<sup>d</sup>iškur  
 SI22,DO,F 358  
 Palatum  
 SI16,CP,B 316

Pazzalum

SI27,CP,B 391

## R

Rêmu<sup>m</sup>

SI25,CP,B 376, 377

Rîbam-ilî

SI6,DO,M 243

SI7,DO,M 250

Rim-lštar

N3,CP,B 138, 140

Rîš-Šamaš

SI19,CP,N 335, 336

## S

Ša-at-<sup>d</sup>a

SI3,CP,S,P 222

Šamaš-māgir

L4,CP.B 45

Šamaš-muštêšir

SI1,CP,B 211

Sasiya

L3,CP,B 39

Šeškimansum

SI4,CP,? 232

Sig-Anunitu

SI25,CP,B 376, 377

Sinatum

SI20,CP,B 343

Sin-idinnam

SI19,CP,N 335, 336

SI26,CP,B,U 383

Sîn-î-din-nam

SI3,CP,B 222

Sin-iḫīšam

SI11,CP,B 280, 281, 288, 289, 295, 296

SI12,CP,B 288, 291

SI13,CP,B 295, 298

Sîn-imgur

L3,CP,B 39

Sîn-imguranni



N1,CP,EB 119

Sin-iqīšam

N9,DO,F,GF 188

Sin-iqīšam

SI22,CP,B 358

Sîn-îrish

N1,DO,F 119

Sin-mâgir

SI18,CP,B 328, 329

SI19,CP,B 335, 336

Sîn-magir

SI9,CP,B 264, 269

Sin-nia

SI14,DO,F 303, 305

Sin-šemi

N9,CP,F,EB 188

Sîn-šemî

L1,DO,F 23

Šu-ì-lí-šu

SI21,CP,N 351

## T

Tarîbum

N1,CP,B 119

## U

Ubar-<sup>d</sup>Sîn

L1,CP,B 23, 27

Ubar-Sîn

L7,CP,B 76, 84

Ududu

N2,CP,N 130, 133, 134

Úḫ<sup>ki</sup>idīnam

SI14, CP,B 303, 305

Upî-mâgir

SI15,DO,F 309

Ur-Duazagga

N6,CP,EB 160

Ur-DUN-PA-ea

N6,CP,B 160

Ur-Pabilsagga

N4,CP,U 144

Utušatum

SI24,CP,B 368

Utu-še-me

SI21,PB 351

Utu-šu-zibani

SI24,CP,B 368

## W

Warad-ilišu

SI20,CP,B 343

Warad-Sin

SI26,CP,B,U 383

Warad-Ulmaššitum

SI27,DO,F 391

Ward-Marduk

SI27,CP,B 391



## APPENDIX E: GLOSSARY OF NAMES AND TERMS

### 1. ROMAN LAW AND LATIN WORDS AND TERMINOLOGY

<i>bona fides</i>	good will
<i>codices</i>	law book/law code
<i>contra proferentum</i>	a principle in contemporary law deriving from the Latin phrase “ <i>verba fortius accipiuntur contra proferentum</i> ”, which translates as words being interpreted against the party uttering them. In practice, the drafter must ensure that the contract is drawn up without any ambiguity or errors or the words will be interpreted as being against the drafter/contractual party.
<i>fideicommissum</i>	a legal institution in Roman Law for several centuries and still in use in some contemporary western legal systems. It derives from the latin word <i>fides</i> (trust) and <i>committere</i> (to commit), meaning that something is committed to one's trust. For purposes of this thesis it means a benefit awarded to a beneficiary, subject to the obligation of awarding it to another.
<i>infra</i>	below
<i>nexus</i>	connection
<i>numerus clausus</i>	restricted number
<i>per se</i>	on its own
<i>prima facie</i>	on the face of it
<i>ratio</i>	cause/motive
<i>status quo</i>	existing state of affairs/static
<i>supra</i>	above
<i>tabula rasa</i>	a clean paper/start (start over)

*usufruct*

legal institution and term from Roman law and in use today in certain western legal systems. It derives from the Latin word *usufructus*, meaning "using the fruit" of land. For purposes of this thesis it means the right to enjoy the use of another's property for a specific time period, even extending up to a lifetime, as long as the said property is maintained in reasonable order.

*verbatim*

word by word, exactly

*via*

by means of

## 2. OLD BABYLONIAN CULTURE AND –LEGAL WORDS AND TERMINOLOGY

<i>aban 'i-ku-še</i>	<i>'ikuše</i> -stone
<b>adda edubba</b>	school master
<i>a-gàr</i>	field
<i>a-ḥa-ti-šu-nu</i>	their sister
<i>a-ḥi-šu</i>	his brothers
<i>almattu</i>	widow
<b>âlpi</b>	ox
<i>alu sippar<sup>ki</sup></i>	city Sippar
<b>ama-gi<sub>4</sub> e-gar</b> / <i>andurāram šakānum</i>	to return to the mother and communicate and with <i>andurārum</i> : to run free/freedom
<i>a-na</i>	against
<i>ana ittišu</i>	scholastic texts
<i>Anu</i>	sky gold/ father of the goes/ prevsious highets god
<i>A-pil-Sin</i>	Apīl-Sîn
<i>a-pil-ta-ša</i>	hereditary daughter
<b>aplum</b>	ox
<i>ap-lu-ut</i>	inheritance
<b>arad</b>	slave
<i>a-šà</i>	next
<i>awīlum</i>	A certain class of person: ordinary citizen
<b>ba-an zíz</b>	spelled wheat
<i>bît</i>	house
<i>da</i>	beside/confining to
<i>da</i>	next
<i>dam</i>	woman
<b>demu edubba</b>	scholars
<b>di-til-la</b>	court records
<i><sup>d</sup>Marduk</i>	Marduk
<i><sup>d</sup>Šamaš</i>	Šamaš
<b>dub</b>	tablet

<b>dub-sar</b>	writer/scribe
<b>dumu</b>	child
<b>dumu edubba</b>	writer of a judge
<b>dumu-me</b>	sons
<b>dumu-meš</b>	children
<b>dumu-munus</b>	daughter
<b>dumu-munus lú</b>	daughter of the man
<b>dumu-sal</b>	daughter
<b>é</b>	house
<b>é-a-ni ba-bé-e-eš</b>	they divided their houses (division clause)
<b>é-dù-a</b>	built house
<b>edubba/ bīt-tuppi</b>	tablet house
<b>é-ki-ud</b>	innermost room platform
<i>en</i>	Sumerian official title and temple head official
<i>Enki/Ea</i>	god of <i>abzu</i> Sweet Waters, Magic, Crafts and Wisdom. His cult centre is Eridu. Symbols: goat-fish, horned-crown on a shrine and probably the overflowing vasegod.
<b>Enlil/Ellil</b>	One of the important gods and discribe as king, father, creator, merchant, etc. He is “Lord of the Open” or “Lord of the Wind.
<b>ensi</b>	Sumerian title and civil head and governor
<b>êšten</b>	one
<b>é-šub-ba</b>	house in ruin
<b>ga-am-ru</b>	division is finished
<b>gab-ri</b>	equivalent
<i>gagûm</i>	type of a cloister
<b>gar-ra</b>	total
<b>gimeaas = kinātu</b>	colleagues
<sup>giš</sup> <b>banšur/gišbanšur zag-gú-lá</b>	preferential share, table zaggula
<sup>giš</sup> <b>gišimmar</b>	palm tree
<sup>giš</sup> <b>gu-za</b>	chairs

<sup>giš</sup> ka-kara <sub>4</sub>	table of luxury
<sup>giš</sup> mes-túkur	table
<sup>giš</sup> nád	beds
<sup>giš</sup> sub-ba ì-šub-bu-ne-eš	they casts the lots (lots clause)
<sup>giš</sup> umbin	wagon wheels
ha-la	inheritance share
ḥa-la-ba-na	his inheritance
hirtu	first wife
ibila	beneficiaries (also translated as heirs)
igi	before (witnesses clause)
igi-4-gál	improved real estate
im-šu-rin-na	bakery
i-na	near
<b>Inanna</b> or <i>Ištar</i>	One of the important goddesses in Mesopotamia. Her personality is threefold. She is the goddess of sexual love, fertility, and warfare.
in-pàd-meš	they swore by
<sup>iš</sup> ig	doors
išku	testikel and son
iš-tu pé a-di ḥurāšim/iš-tu pí-e a-di guškin/	“from straw to gold”
a-di guškin a-ḥa-tum	
ita	near/next/beside
itti	recieves by division agreement
ḫadištim	type of priestess-group
kam	days
ki	with
ki-búr-ru	(additional) payment
kidinnūtu	payments in the future
ki-ir-bi-tu <sup>m</sup>	aqueduct
kiri <sub>6</sub>	orchard
kiri <sub>6</sub> <sup>giš</sup> gub-ba	planted orchard of trees
kislah	open area



<i>kislaḥ</i>	unimproved residential property
<i>ki-šub-ba</i>	uncultivated plot
<i>kù-babbar</i>	silver
<i>kudurru/s</i>	means literally ‘boundary stone/s’
<i>kulmašītum</i>	type of priestess-groep
<i>Larsa(ud-unug)<sup>ki</sup></i>	the city of Larsa
<i>li-ba-šu-nu ṭà-ab</i>	their heart is satisfied
<i>littu mu-ru<sup>m</sup></i>	young bull
<i>lītum</i>	cow
<b>lú</b>	man
<b>lugal</b>	king
<b>lukur</b>	type of priestess-group
<i>maḥar</i>	before
<i>mār</i>	son
<i>mârat</i>	daughter
<i>Marduk</i>	chief god of Babylon, who became lord of the gods of heaven and earth after conquering Tiamat, the monster of primeval chaos. The god was at first the city-god of Babilon and later associate with the rise of Babilon to a capital city.
<i>mârê<sup>mêš</sup></i>	children
<i>mārū</i>	sons
<i>maškim</i>	court official
<i>mina</i>	money exchange unit
<i>mī-ri<sub>2</sub>-za</i>	picket door(s)
<b>mu</b>	in the year... (date formula)
<i>mu-àm/ mu-àm u<sub>4</sub></i>	annually
<i>mu-dirig- é-a</i>	by reason of the surplus of the house
<b>mu-ni</b>	named
<i>muškēnum</i>	certain class of free person – the term still not proerly understood)
<i>Nabû</i>	Mesopotamian male god of writing

<i>naditum</i>	priestess
<i>nam-ì-du<sub>8</sub></i>	the custodianship
<i>nâr</i>	river
<i>narû</i>	boundary stone
<i>Nidaba</i>	female goddess of writing and was the overseer of scribes and their craft. She was the scribe ( <b>ṭupšarratum</b> ) at gods' gatherings, chief scribe ( <b>dub-sar kalam-ma</b> ) of Anu and a scribe in a text holding a stylus and a tablet to composite a text.
<b>níg-gú-na é-a igi-3-gál-bi</b>	one third of the household possessions
<b>nin-a-nin</b>	sisters
<b>Nisaba</b> and his consul <b>Haja</b>	gods of writing
<b>nu di-til-la</b>	a Sumerian court recording
<b>nu-gíg</b>	<i>quadištu</i> priestess
Old Babilonian period	from the end of the Ur III period, which include the so called Isin Larsa Dyniasies (2000-1600 BCE) and First Dyasty of Babylon (1800-1600 BCE). King Ḫammu-rāpi is one of the well-known kings.
<sup>rêš<sub>u</sub></sup> <b>amtum</b>	slave
<i>ša</i>	by
<i>ša</i>	which
<i>sag nita</i>	male slave
<i>saga-bi diš-kam</i>	its first end
<i>saga-bi mina-kam</i>	its second end
<i>sag-arad</i>	slave
<i>sag-bi</i>	at its first end of the house
<i>sag-gemé</i>	slave girl
<i>sag-géme</i>	head worker
<i>sag-ìr</i>	slave
<i>sag-sal</i>	maid-slave;
<i>šakkanaku</i>	military head

**sal-me** <sup>ilu</sup>šamaš

Šamaš

šar mīšarum

še

**še-ga-ne-ne-ta**

šeš

**šeš-a-ne-ne-ra in-na-an-búr**

**šeš-a-ni**

šešgal

**sīb-ta-na**

**ši-ki-tum**

silā

simdat šarrim

sin-mu-ba-lí-iṭ

sukkal-mah

summa

**terhatum**

tukum-bi

tupšarrum/ **umbisag/ dub-sar**

ù

Ur III dynasty

ùr-ra

uš-a-du

ú-ul i-tu-ru-ú-ma

ziggurat (ziqurrātu)

zitti

zi-zu/i-zu-zu zi-zu

**sal-me** priestess of Šamaš

Sungod

king as sheppard

barley

mutual agreement

brother

he paid in balance to his brothers

his brothers

adda edubba's assistant

privileged portion

house plot

street

decision of king

Sinmubalí-iṭ (king)

security head

if

bride price

as/when

writer (scribe)

and

dynasty establish by King Ur-Nammu (2150-2000BCE) which had a centralised buracracy of which the language Sumerian was the written langauge medium

attic

lengthwise

no one will come back

A rectangular stepped temple tower piramidale tempel torings which was erected in many of th city-state in the south of Mesopotamia

share

agree to the division

### 3. OTHER TERMS

bare dominium owner	person who has only ownership without a usufruct as oppose to the usufructory who enjoys the usufruct
law (in objective)	the law, the legal system with its subdivisions such as civil law, criminal law, etc. Also, means of or relating to or concerned with rules of a government/ society
legal traditions	“...the product of many societies, with different languages and cultures, that flourished, declined, and were replaced by others over the course of thousands of years” (Westbrook 2003:2)
multi-sensory communication	communicator medium involving all of the senses to give a message
performance	performative legal actions and other forms of acts which is perform as a play in front of society using all the senses to transfer and remember the message and acts.
symbolic communication (Malul 1988:20)	act or gesture which must be performable and performed; it is executed intentionally and solemnly, in an appropriate context, for a limited span of time, and it must symbolise a legal result which differs from its manifest physical result.
usufructory	person who enjoys the usufruct is referred to as the usufructuary



## APPENDIX F: OUTLINE OF KINGS' LIST

All dates are to be considered approximate. The lists is compiled using Van de Mieroop's (2007) outlines of the kings' lists with their dates. This author used JA Brinkman's list in A Leo Oppenheim (1964), in "*Ancient Mesopotamia*".

### 1. LARSA: OUTLINE OF DATE OF REIGNS IN ACCORDANCE TO AGREEMENTS<sup>46</sup>

The Larsa division agreements are mainly from the reigns of Kings Rimini I & II, Hammu-rāpi & Samsu-iluna.

The divisions' agreements dates are as follows:

- \* Text L2 (20<sup>th</sup> year), L1 (10<sup>th</sup>), L3 (34<sup>th</sup>) and L4 (no date) are from the Rīm-Sîn-period.
- \* Text L5 was recorded in the Rimini II period.
- \* L6 (36<sup>th</sup> year) and L7 (42<sup>th</sup> year) were recorded during the reign of King Hammu-rāpi.
- \* In King Samsu-iluna's reign the divisions agreements reflected in texts L8 (year 4b), and L9 (no date).
- \* It cannot be established in whose reign text L10 was recorded.

#### 1.1 Larsa Dynasty: Rīm-Sîn I (1822-1763), Babylon conquers Larsa; and Rīm-Sîn II (1741-1740)

##### (a) 20<sup>th</sup> year Text L2:

Division agreement of unknown paternal estate, agreement between brothers Bêlessunu & Hiššâtum.

##### (b) 10<sup>th</sup> year Text L1:

Division agreement of paternal estate of unnamed person (Sîn-šemî) between the brothers Migrat-<sup>d</sup>Sîn, Ubar-<sup>d</sup>Sîn and Ì-lí-sukkal.

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<sup>46</sup> See van de Mieroop (2007:304).

(c) *34 Year Text L3:*

Division agreement of estate of between the brothers Sîn-ingur & Sasiya regarding the awarded divided assets of both brothers Sîn-ingur & Sasiya.

(d) *Date lost Text L 4:*

Division agreement of unknown paternal estate between brothers Lipit-Ištar, Apīl-Sîn, Apil-ilišu and Šamaš-māgir regarding the whole of the father's estate.

Rīm-Sîn II (1741-1740)

(e) *8<sup>th</sup> year L5:*

Division agreement of unknown paternal estate of brothers Buzazum, Ludlul-Sîn, Iā & Abî-ṭābum.

## **1.2 First Dynasty of Babylon: Ḫammu-rāpi (1792-1750)**

(a) *36<sup>th</sup> year L6:*

Division agreement of paternal estate of between the brothers Idin-Šamaš, Irībam-Sîn, Ibbi-Ilabrat, Ilī-nāšir and Mār-Iršitim..

(b) *42<sup>th</sup> year L7:*

Division agreement of paternal estate, between children Minani, Ubar-Sîn and Ilī-sukkallum.

Samsu-iluna (1749-1712)

(c) *4b year L8:*

Division agreement of unknown estate between the sons of Ilī-sukkallum: Awīl-ilī & Šilli-Eštar, Minanum & sons of Ubar-Sîn (Idin-Šamaš & his brothers).

(d) *Date lost*

L9: Division agreement of paternal estate (unknown father) between Lipit Ea and his unknown brothers/nephews/cousins regarding the awarded divided assets of only Lipit-Ea.

## 2. NIPPUR: OUTLINE OF DATE OF REIGNS IN ACCORDANCE TO AGREEMENTS<sup>47</sup>

\*Five of the ten Nippur division agreements are mainly from rule of King Samsu-iluna in the First Dynasty of Babylon. Unfortunately, no date formula was given in the texts and it cannot be determined when during the rule of Samsu-iluna from 1749-1712 BCE each text was recorded.

\* Text N 4 is undated and from the oath-section and the whole of the text, it cannot accurately determine under which king the transaction is recorded.

\* Text N2 is from the First Dynasty of Isin under King Damiq-ilīšu's rule.

\* Three texts are from the Larsa Dynasty under the rules of Kings Sin-iqišam (Text N7), Rīm-Sîn I (Text N 1) and Rīm-Sîn II (Text N 8).

### 2.1 First Dynasty of Isin: Damiq-ilīšu (1816-1794)

(a) 9<sup>th</sup> year Text N2:

Division agreement between the brothers or nephews (?): Ududu and Ninib-rim-ili.

### 2.2 Larsa Dynasty: Sin-iqišam (1840-1836), Rīm-Sîn I (1822-1763), Rīm-Sîn II (1741-1740)

Sin-iqišam (1840-1836)

(a) 3<sup>rd</sup> year Text N7:

Division agreement of the unknown paternal estate between the brothers Nanna-meša and Adda-kala.

Rīm-Sîn I (1822-1763)

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<sup>47</sup> See van de Mieroop (2007:303-304,306).



(b) 56<sup>th</sup> year Text N 1:

Division Agreement between the brothers: <sup>d</sup>Sîn-imguranni (eldest), Tarîbum and Anu-pî<sup>d</sup> Ilabrat in the paternal estate of: <sup>d</sup>Sîn-îriš.

Rîm-Sîn II (1741-1740)

(c) 3<sup>rd</sup> year Text N8:

Division agreement of paternal estate of Ibbi-Enlil between the brothers Ninurta-muštal, Namaršu-lumur and Muna-wirum.

### 2.3 First Dynasty of Babylon: Samsu-iluna (1749-1712)

(a) Text N3:

Division agreement between the brothers: NinIB-nirgal & Rim-Ištar.

(b) Text N5:

Division agreement between son, Igi-šag and his uncle, Sin-išmeani, the younger brother of the deceased's estate in the two estates of Ina-Ekur-rabi and partly Enlil-mansi.

(c) Text N6:

Division agreement between four brothers which are the elder brother Ur-Duazagga, Ellil-lushag, Ur-DUN-PA-ea and Nannar-ara-mungin.

(d) Text N9:

Division agreement of paternal estate of Sin-iqīšam and his son Sin-šemi and brother/uncle Ili-awili and the children of Sin-šemi and nephews of Ili-awili, namely Ibbi-Enlil and Nanna-aya.

(e) Text N10:

Division agreement of paternal estate of Nuska-amah between brothers Munawirum and Mannum-mešu-lišsur.

### 3. SIPPAT: OUTLINE OF DATE OF REIGNS IN ACCORDANCE TO AGREEMENTS<sup>48</sup>

- \* From the Larsa Dynasty during the 3rd reign of Sîn-iddinam: S1.
- \* From the First Dynasty of Babylon during the reign of Apîl-Sîn: S2,S3,S4 and S4.
- \* Also from the first Dynasty of Babylon during the reign of King Sîn-muballiṭ: S6, S7, S8, S9, S10, S11, S12, S13 and S14.
- \* During King Ḫammu-rāpi's reign: S15,S16,S17,S18,S19 and S20
- \* During King Samsu-iluna 's reign: S21, S22, S23, S24 and S25
- \* Lastly, from the reign of King Ammī-ṣaduqa: S26

#### 3.1 Larsa Dynasty: Sîn-iddinam (1849-1843)

(a) 3<sup>rd</sup> year Text S1:

Division agreement of paternal estate of Idadum of the division portion of Inbuša between Inbuša, and his brothers Šamaš-muštêšir and Ibni-Irra.

#### 3.2 First Dynasty of Babylon: Apîl-Sîn (1830-1813), Sîn-muballiṭ (1812-1793), Ḫammu-rāpi (1792-1712), Samsu-iluna (1749-1712), Ammī-ṣaduqa (1646-1626)

Apîl-Sîn (1830-1813).

(a) No date Text S2:

Division agreement of unknown paternal estate between brothers regarding Aḫulap-<sup>d</sup>Utu's share.

(b) No date Text S3:

Division agreement of paternal and maternal estate of Iptur-Sîn and Awil-dingir between the brothers <sup>d</sup>Sîn-í-din-nam, <sup>ld</sup>AMAR-UTU-mubaliṭ, sister Ša-at-<sup>d</sup>a naditu of Šamaš regarding her awarded divided share.

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<sup>48</sup> See van de Mieroop (2007:304,306).

(c) *No date Text S4:*

Division agreement of unknown paternal estate between nephews <sup>d</sup>Šeškimansum and Illisukkal.

(d) *No date Text S5:*

Division agreement of between Awil-Adad, Adayatum, and Iddin-Adad, all the children of Lamassuya, regarding only the agreed share of Iddin-Adad, another brother who recieved a share of his sister as a dominium owner.

Sîn-muballiṭ (1812-1793)

(e) *No date Text S6:*

Division agreement of parental estate of Rîbam-ilî between: Erištum (*ḳadištim* priestess) and Amat-Šamaš (Šamaš priestess).

(f) *No date Text S7:*

Division agreement of parental estate of Ribamilî between Erištum, *qadištu* priestess and her sister Apîltasà.

(g) *No date Text S8:*

Division agreement of unknown paternal estate between brothers regarding only the one brother's share Ipquša.

(h) *No date Text S9:*

Division agreement of unknown paternal estate regarding only one brother's share of Ibi-Enlil.

(i) *No date Text S10:*

Division agreement of unknown estate between maybe sisters regarding the agreed division portion of the one sister, Erištum (see numbers 6, 7).

(j) *No date Text S11:*

Division agreement of paternal estate between Sin-iḫîšam, Ibni-Šamaš and Irra-nâšir regarding the agreed portion of Sin-iḫîšam.

(k) *No date Text S12:*

Division agreement of paternal estate between Sin-iḫîšam, Ibni-Šamaš and Irra-nâšir regarding the agreed portion of Ibni-Šamaš.

(l) *No date Text S13:*

Division agreement of paternal estate between Sin-iḫîšam, Ibni-Šamaš and Irra-nâšir regarding the agreed portion of Irra-nâšir.

(m) *No date Text S14:*

Division agreement of paternal estate of Sin-nia between the brothers: Idinam, Munanum and Úḫkiddinuma regarding the agreed awarded share of Munanum.

Ḫammu-rāpi (1792-1712)

(n) *2<sup>nd</sup> Year Text S15:*

Division agreement of the paternal estate of Upî-mâgir between Lamâzi, the *zērmašîtu*-priestess and her unknown brothers (Sin-gâmil).

(o) *9<sup>th</sup> Year Text S16:*

Division agreement of paternal estate between three brothers and a sister: Nûr-Šamaš, Ilîma-aḫî, Palatum, Ḫumurum.

(p) *24<sup>th</sup> Year Text S17:*

Division agreement of the deceased estates of the unknown father and mother: Bêliznu between the brothers Mâr-iršitim, Budium and Ilušu-ellâzu and sister (**sal-me** priestess of Šamaš) Awât-Aja.

(q) *30<sup>th</sup> Year Text S18:*

Division agreement of paternal estate between the brothers Lipit-Ištar and Sin-mâgir.

(r) 35a<sup>th</sup> Year Text S19:

Division agreement of paternal estate of Bunîni: between the brothers Lipit-Ištar, Sin-mâgir and Ibi-Sin, the children of the Bunîni, Sin-idinnam and Rîš-Šamaš, the children of Ilušu-ibišu, their brother, and Lamâzî, the **sal-me** priestess of Šamaš, their sister.

(s) 35b<sup>th</sup> Year Text S20:

Division agreement of the estates of the deceased father Gaz-Ištar and living daughter/sister Iltâni (Šamaš-priestess) between sister Iltâni (Šamaš-priestess), brothers Warad-ilišu & Sinatum.

Samsu-iluna (1749-1712)

(t) 8a<sup>th</sup> Year Text S21:

Division agreement of paternal estate of <sup>d</sup>AMAR.UTU-našir regarding only the agreed share of Šu-î-lí-šu.

(u) 22<sup>nd</sup> Year Text S22:

Division agreement of the paternal estate of Pala-<sup>d</sup>iškur between the brothers Iskur-zi-mu, <sup>d</sup>Sin-iqīšam, Ibni-<sup>d</sup>iškur and Dingir-šu-ba-ni.

(v) Undated Text S23:

Division agreement of unknown paternal estate between brothers regarding the awarded share of Îr-<sup>d</sup>Sin.

(w) Undated Text S24:

Division agreement of unknown paternal estate between the brothers <sup>d</sup>Utu-šu-zibani, <sup>d</sup>Utušatum and Îlî-awilim-rabi regarding the awarded divided share of <sup>d</sup>Utu-šu-zibani and <sup>d</sup>Utušatum.

(x) Undated Text S25: Division agreement of Âḥḥati-šunu

Division agreement between brothers regarding the awarded divided portion of Âḥḥati-šunu.

Ammī-šaduqa (1646-1626)

(y) *16<sup>th</sup> reign Text S26:*

Division agreement of paternal estate of Warad-Ulmaššîtum between the brothers Ward-Marduk, Ibni-Marduk and Pazzalum.



## APPENDIX G: METHODOLOGY OUTLINE OF DIFFERENT CITY-STATES: RHYTHM SEQUENCE OF ESSENTIAL AND NATURAL ELEMENTS

Under the category of incidental elements an subheading of the qualities of cuneiform division texts, the I 13 Rhythm sequence/special style reflecting scribal school tradition within a certain city-state. In each city-state there is a differentiation of sequences in the appearance of essential and natural elements.

The rhythm sequences are outline firstly regarding the essential elements and then regarding the natural elements in each city-state namely Larsa, Sippar and Nippur. Each city-state's essential and natural elements sequence will be reflected separately.

### 1. LARSA

#### 1.1 Rhythm sequences of the essential elements

Larsa seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)

Larsa seq E.2 Estate owner: deceased father (DF), contractual party: sister/s (S) & brother/s (B)

Larsa seq E.3 Estate owner: deceased father (DF) & deceased mother (DM), contractual party: sister/s (S) & brother/s (B)

Larsa seq E.4 Complex family relationships – combination of 1-3. N2

- Larsa seq E:1

(Estate owner: deceased father (DF), contractual party: brothers (B))

See texts L2 Rīm-Šin I, L3 Rīm -Šin I, L4 Rīm-Šin I, L5 Rīm-Šin II, L6 Ḫammu-rāpi, L10 undated

- Larsa seq E:2

Estate owner: deceased father (DF), contractual party: sister/s (S) & brother/s (B)

See text L1 Rīm-Šin I



- Larsa seq E3

Estate owner: deceased father (DF) & deceased mother (DM), contractual party: sister/s (S) & brother/s (B)

See texts L7 Hammu-rāpi, L8 Samsu-iluna

- Larsa seq E4

Complex family relationships – combination of 1-3

See text L9 (E4:compDF:B,N) Samsu-iluna

## 1.2 Rhythm sequences of the natural elements

Table 24 Outline of rhythm sequences of natural elements of Old Babylonian Larsa family deceased division agreements

Text no	Natural Elements (Nat)								Sequence
	Nat 2 “bringing in”	Nat 3 Divided by lots <i>giš<sub>u</sub>-ba/išqu</i>	Nat 5 much as there is	Nat 6 No claim	Nat 7 oath	Nat 8 preference portion	Nat 9 shares equal: <i>mi-it-ha-ri-iš</i>	Nat 12 witnesses (igi)	
L1				Nat 6	Nat 7			Nat 12	6,7,12
L2			Nat 5	Nat 6	Nat 7			Nat 12	5,6,7,12
L3					Nat 7		Nat 9	Nat 12	2,7,9,12
L4	Nat 2		Nat 5	Nat 6	Nat 7		Nat 9	Nat 12	2,5,6,7,9,12
L5		Nat 3 <i>giš<sub>u</sub>-ba</i>		Nat 6	Nat 7			Nat 12	3,6,7,9,12
L6	Nat 2	Nat 3 <i>išqu</i>		Nat 6	Nat 7		Nat 9	Nat 12	2,3,6,7,9,12
L7			Nat 5	Nat 6	Nat 7		Nat 9	Nat 12	6,7,9,12
L8	Nat 2	Nat 3 <i>išqu</i>		Nat 6	Nat 7		Nat 9	Nat 12	2,3,6,7,9,12
L9				Nat 6	Nat 7		Nat 9	Nat 12	6,7,9,12
L10		Nat 3 <i>giš<sub>u</sub>-ba</i>	Nat 5	Nat 6	Nat 7	Nat 8		Nat 12	3,5,6,7,8,9,12
	3 (30%)	4 (40%)	4 (40%)	9 (90%)	10 (100%)	1 (10%)	6 (60%)	10 (100%)	

- All the text except L3, have Nat 6,7,12 (Nat 6 No claim, Nat 7 Oath, Nat 12 witnesses)

- Larsa seq Nat 1: 2,5,6,7,9,12: (Nat 2 “bringing in”, Nat 5 much as there is, Nat 6 No claim, Nat 7 Oath, Nat 9 shares:equal;Nat 12 witnesses):

See texts: L4 Nat 2,5,6,7,9,12

- Larsa seq Nat 2: others: (Nat 2 bringing in, Nat 3 Divided by lots <sup>giš</sup>**sub-ba** Nat 9 shares equal **ba/išqu**, Nat 5 much as there is Nat 6 No claim, Nat 7 Oath, Nat 8 preference portion;: Nat 12 witnesses):

See texts:

L1 Nat 6,7,12; L2 Nat 5,6,7,12; L3 Nat 7,9,12; L5 Nat 3,6,7,12; L6 Nat 2,3,6,7,9,12; L7 Nat 5,6,7,9,12; L8 Nat 2,3,6,7,9,12; L9 Nat 6,7,9,12; L10 Nat 3,5,6,7,8,12

## 2. NIPPUR

### 2.1 Rhythm sequences of essential elements

Nippur seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)  
 Nippur seq E.2 Estate owner: deceased father (DF), contractual party: sister/s (S) & brother/s (B)  
 Nippur seq E.3 Estate owner: deceased father (DF) & deceased mother (DM), contractual party: sister/s (S) & brother/s (B)  
 Nippur seq E.4 Complex family relationships – combination of 1-3. N2

Regarding the essential elements

- Nippur seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B),  
 See texts N7 Šîn-iqīšam, N1 Rīm-Šin I, N8 Rīm-Šin II, N3 Samsu-iluna, N6 Samsu-iluna, N10 Samsu-iluna
- Nippur seq E.4 Complex family relationships – combination of 1-3  
 See texts N2 Damiq-ilīšu (DF:B), N5 Samsu-iluna (DF,DGF:U,N), N9 Samsu-iluna (DF:B,N,U), N4 undated (DM,DGM:SF,D)

## 2.2 Rhythm sequences of natural elements

**Table 25** Outline of rhythm sequences of natural elements of Old Babylonian Nippur family deceased division agreements

Text no	Natural Elements (Nat)							Sequence
	Nat 1 adoption/support	Nat 2 “bringing in”	Nat 3 divided by lots giš <sup>sub</sup> -ba	Nat 6 no claim	Nat 7 oath	Nat 8 preference portion	Nat 12 witnesses	
<b>N1</b>		Nat 2	Nat 3	Nat 6	Nat 7	Nat 8	Nat 12	2,3,6,7,8,12
<b>N2</b>		Nat 2	Nat 3		Nat 7	Nat 8	Nat 12	2,3,7,8,12
<b>N3</b>					Nat 7		Nat 12	7,12
<b>N4</b>	Nat 1	Nat 2	Nat 3	Nat 6	Nat 7		Nat 12	1,2,3,6,7,12
<b>N5</b>		Nat 2	Nat 3	Nat 6	Nat 7	Nat 8	Nat 12	2,3,6,7,8,12
<b>N6</b>		Nat 2				Nat 8	Nat 12	2,8,12
<b>N7</b>			Nat 3	Nat 6	Nat 7		Nat 12	3,6,7,12
<b>N8</b>		Nat 2	Nat 3			Nat 8	Nat 12	2,3,8,12
<b>N9</b>			Nat 3	Nat 6	Nat 7	Nat 8	Nat 12	3,6,7,8,12
<b>N10</b>			Nat 3			Nat 8	Nat 12	3,8,12
	1 (10%)	6 (60%)	8 (80%)	5 (50%)	7 (70%)	7 (70%)	10 (100%)	

All the texts except N3, N6,N7,N8,N10, have Nat:2,3,7,12: (Nat 2 bringing in, Nat 3 divided by lots giš<sup>sub</sup>-ba, Nat 7 oath, Nat 12 witnesses) : See texts N1,N2,N4,N5,N9

Nippur seq Nat 1 : 2,3,6,7,8,12: (Nat 2 bringing in, Nat 3 divided by lots giš<sup>sub</sup>-ba, Nat 6 no claim, Nat 7 oath, Nat 8, preference portion Nat 12 witnesses):

See texts N2 & N5

Nippur seq Nat:2 different sequences : Predominately : 2,3,7,12

(Nat 2 bringing in, Nat 3 divided by lots <sup>giš</sup>sub-ba, Nat 7 oath, Nat 12 witnesses)

(50% Nat 6 no claim, & Nat 8 preference portion).

See texts:

N1 Nat 2,3,6,7,8,12; N3 Nat 7,12; N4 Nat 1,2,3,6,7,12 (adoption clause) ; N6 Nat 2,8,12

N7 Nat 3,6,7,12; N8 Nat 2,3,8,12; N9 Nat 3,6,7,8,12; N10 Nat 3,8,12.

### 3. SIPPAR

#### 3.1 Rhythm sequences of essential elements

Sippar seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)

Sippar seq E.2 Estate owner: deceased father (DF), contractual party: sister/s (S) & brother/s (B)

Sippar seq E.3: Estate owner: deceased father (DF) & deceased mother (DM), contractual party: sister/s (S) & brother/s (B)

Sippar seq E.4: Complex family relationships – combination of 1-3

Sippar seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)\*<sup>49</sup>

See texts S1 Sîn-iddinam, S2 Apīl-Sîn, S8 Sîn-muballiṭ, S11 Sîn-muballiṭ, S12 Sîn-muballiṭ, S13 Sîn-muballiṭ, S14 Sîn-muballiṭ, S18 Ḥammu-rāpi, S22 Samsu-iluna, S23 Samsu-iluna, S24 Samsu-iluna, , S26 Ammī-ṣaduqa (DF:B)

Sippar seq E.2 Estate owner: deceased father (DF), contractual party: sister/s (S) & brother/s (B)\*

See texts S5 Apīl-Sîn, S9 Sîn-muballiṭ, S15 Ḥammu-rāpi, S16 Ḥammu-rāpi, S20 Ḥammu-rāpi

Sippar seq E.3: Estate owner: deceased father (DF) & deceased mother (DM), contractual party: sister/s (S) & brother/s (B)

See texts S3 Apīl-Sîn, S17 Ḥammu-rāpi

Sippar seq E.4: Complex family relationships – combination of 1-3

See texts S4 Apīl-Sîn (DF:N?), S6 Sîn-muballiṭ (DM:PS), S7 Sîn-muballiṭ (DM:PS), S10 Sîn-muballiṭ (DM?:S\*1), S19 Ḥammu-rāpi (DF:N,PS,B,S\*1), S21 Samsu-iluna (DF:B,N), S25 Samsu-iluna (DF:B,N)

<sup>49</sup> Only one contractual party's awarded share is reflected in the division agreement. In such instances, it is given with an asterisk (\*).

### 3.2 Rhythm sequences of natural elements

Table 26 Outline of rhythm sequences of natural elements of Old Babylonian Sippar family deceased division agreements

Text no	Natural Elements (Nat)										Sequence
	Nat 2 bringing in	Nat 3 divided by lots Sub.ba	Nat 4 heart is satisfied	Nat 5 completely divided <i>ga-am-ru/istu</i>	Nat 6 no claim	Nat 7 oath	Nat 9 equal shares <i>mi-it-ha-ri-iš</i>	Nat 10 rust/trustee	Nat 11 usufruct	Nat 12 Witnesses: <i>maḥar/igi</i>	
S1			Nat 4	Nat 5 <i>ga-am-ru</i>	Nat 6	Nat 7				Nat 12 <b>igi/</b> <i>maḥar</i>	4,5,6,7,1 2
S2				Nat 5 <i>istu</i>	Nat 6	Nat 7				Nat 12 <b>igi</b>	5,6,7, 12
S3			Nat 4	Nat 5 <i>ga-am-ru &amp; istu</i>	Nat 6	Nat 7				Nat 12 <b>igi</b>	4,5,6,7,1 2
S4				Nat 5 <i>ga-am-ru</i>		Nat 7				Nat 12 <b>igi</b>	5,7,12
S5			Nat 4	Nat 5 <i>ga-am-ru &amp; istu</i>	Nat 6	Nat 7				Nat 12 <i>maḥar</i>	4,5,6,7,1 2
S6				Nat 5 <i>ga-am-ru &amp; istu</i>	Nat 6	Nat 7			Nat 11	Nat 12 <i>maḥar</i>	5,6,7, 11, 12
S7			Nat 4	Nat 5 <i>istu</i>	Nat 6	Nat 7				Nat 12 <b>igi</b>	4,5,6,7,1 2

Text no	Natural Elements (Nat)										Sequence
	Nat 2 bringing in	Nat 3 divided by lots giš <sub>sub</sub> .ba	Nat 4 heart is satisfied	Nat 5 completely divided <i>ga-am-ru/istu</i>	Nat 6 no claim	Nat 7 oath	Nat 9 equal shares <i>mi-it-ha-ri-iš</i>	Nat 10 rust/trustee	Nat 11 usufruct	Nat 12 Witnesses: <i>maḥar/igi</i>	
S8			Nat 4	Nat 5 <i>ga-am-ru</i>	Nat 6	Nat 7				Nat 12 <b>igi</b>	4,5,6,7,12
S9				Nat 5 <i>ga-am-ru &amp; istu</i>	Nat 6	Nat 7				Nat 12 <b>igi</b>	5,6,7,12
S10						Nat 7				Nat 12 <b>igi</b>	7,12
S11				Nat 5 <i>ga-am-ru &amp; istu</i>	Nat 6	Nat 7				Nat 12 <i>maḥar</i>	5,6,7,12
S12				Nat 5 <i>ga-am-ru &amp; istu</i>	Nat 6	Nat 7				Nat 12 <i>maḥar</i>	5,6,7,12
S13				Nat 5 <i>ga-am-ru &amp; istu</i>	Nat 6	Nat 7				Nat 12 <i>maḥar</i>	5,6,7,12
S14				Nat 5 <i>ga-am-ru</i>	Nat 6	Nat 7				Nat 12 <b>igi</b>	5,6,7,12
S15						Nat 7				Nat 12 <i>maḥar</i>	7,12

Text no	Natural Elements (Nat)										Sequence
	Nat 2 bringing in	Nat 3 divided by lots giš <sub>3</sub> sub.ba	Nat 4 heart is satisfied	Nat 5 completely divided <i>ga-am-ru/istu</i>	Nat 6 no claim	Nat 7 oath	Nat 9 equal shares <i>mi-it-ha-ri-iš</i>	Nat 10 rust/trustee	Nat 11 usufruct	Nat 12 Witnesses: <i>maḥar/igi</i>	
S16				Nat 5 <i>istu</i>	Nat 6	Nat 7				Nat 12 <i>maḥar</i>	5,6,7, 12
S17	Nat 2			Nat 5 <i>ga-am-ru &amp; istu</i>	Nat 6	Nat 7			Nat 11	Nat 12 <i>maḥar</i>	2,5,6,7,1 1,12
S18				Nat 5 <i>ga-am-ru</i>	Nat 6	Nat 7				Nat 12 <i>maḥar</i>	5,6,7, 12
S19				Nat 5 <i>ga-am-ru &amp; istu</i>	Nat 6	Nat 7			Nat 11	Nat 12 <i>maḥar</i>	5,6,7,11, 12
S20				Nat 5 <i>ga-am-ru &amp; istu</i>	Nat 6	Nat 7 2x				Nat 12 <i>maḥar</i>	5,6,7, 12
S21					Nat 6	Nat 7				Nat 12 <b>igi</b>	6,7,12
S22				Nat 5 <i>ga-am-ru &amp; istu</i>	Nat 6	Nat 7	Nat 9 <i>mi-it-ha-ri-iš</i>			Nat 12 <b>igi</b>	5,6,7,9,1 2
S23			Nat 4	Nat 5 <i>ga-am-ru</i>	Nat 6	Nat 7				Nat 12 <b>igi</b>	4,5,6,7,1 2



Text no	Natural Elements (Nat)										Sequence
	Nat 2 bringing in	Nat 3 divided by lots gis <sub>x</sub> sub.ba	Nat 4 heart is satisfied	Nat 5 completely divided <i>ga-am-ru/istu</i>	Nat 6 no claim	Nat 7 oath	Nat 9 equal shares <i>mi-it-ha-ri-iš</i>	Nat 10 rust/trustee	Nat 11 usufruct	Nat 12 Witnesses: <i>maḥar/igi</i>	
S24			Nat 4	Nat 5 <i>ga-am-ru &amp; istu</i>	Nat 6	Nat 7				Nat 12 <i>pan</i>	4,5,6,7,12
S25			Nat 4	Nat 5 <i>ga-am-ru</i>		Nat 7 2x		Nat 10		Nat 12 <i>maḥar</i>	4,5,7,10, 12
S26		Nat 3			Nat 6	Nat 7 2x				Nat 12 <i>maḥar</i>	3,6,7,12
	1 3.8%	1 3.8%	8 30.7 %	24 84%	24 84%	26 100 % 3 11.5 %	1 3.8	1 3.8	3 11%	10 100%	

Sippar seq Nat 1: 4,5,6,7,12

Sippar seq Nat 2: 5,6,7,12

Sippar seq Nat 3compl: combinations of: 2,3,4,5,6,7,10,11,12

Sippar seq Nat 1: 4,5,6,7,12:

(Nat 4 heart is satisfied, Nat 5 completely divided *ga-am-ru/istu*, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses):

See texts: S1, S3, S5, S7, S8, S23, S24

Sippar seq Nat 2: 5,6,7,12:

(Nat 5 completely divided *ga-am-ru/istu*, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses):

See texts: S2, S9, S11, S12, S13, S14, S16, S18, S20

Sippar seq Nat3compl: combinations of: 2,3,4,5,6,7,10,11,12

Predominately Nat 7 oath, Nat 12 witnesses)

(50% Nat 5 completely divide, Nat 6 no claim)

(Nat 2 “bringing in”, Nat 3 divided by lots <sup>giš</sup>**sub-ba**, Nat 4 heart is satisfied, Nat 5 completely divided *ga-am-ru/istu*, Nat 6 no claim, Nat 7 oath, Nat 10 Trust/trustee, Nat 11 usufruct Nat 12 witnesses):

See texts:

S4 Nat 5,7,12; S6 Nat 5,6,7,11,12; S10 Nat 7,12; S15 Nat 7,12; S17 Nat 2,5,6,7,11,12; S19 Nat 5,6,7,11,12; S21 Nat 6,7,12; S22 Nat 5,6,7,9,12; S25 Nat 5,7,10,12; S26 Nat 3,6,7,12



## APPENDIX H: SCHEMATIC OUTLINE OF GEOGRAPHICAL AND CHRONOLOGICAL DISTRIBUTION OF SEQUENCE OF PATTERNS IN THE CITY-STATES

### 1. LARSA

**Table 27 Abbreviations of family members (Larsa)**

<b>B</b>	<b>brother</b>	<b>P</b>	<b>priestess</b>
<b>D</b>	<b>daughter</b>	<b>S</b>	<b>sister</b>
<b>DF</b>	<b>deceased father</b>	<b>SF</b>	<b>stepfather</b>
<b>DGF</b>	<b>deceased grandfather</b>	<b>U</b>	<b>uncle</b>
<b>DGM</b>	<b>deceased grandmother</b>	<b>?M/F</b>	<b>unknown if maternal or paternal estate</b>
<b>DM</b>	<b>deceased mother</b>	<b>*1</b>	<b>only one contractual party's divided awarded assets</b>
		<b>?</b>	<b>uncertain</b>

**Regarding the essential elements in accordance of the schematic outline (*infra*):**

**Larsa seq E.1: Estate owner: deceased father (DF), contractual party: brothers (B)**

L2 Rīm-Sîn I, L3 Rīm-Sîn I, L4 Rīm-Sîn I, L5 Rīm-Sîn II, L6 Ḫammu-rāpi , L10 undated

**Larsa seq E.2: Estate owner: deceased father (DF), contractual party: sister/s (S) & brother/s (B)**

L1 Rīm-Sîn I

**Larsa seq E.3: Estate owner: deceased father (DF) & deceased mother (DM),  
contractual party: sister/s (S) & brother/s (B)**

L7 Ḫammu-rāpi , L8 Samsu-iluna

**Larsa seq E.4: Complex family relationships – combination of 1-3**

L9 (E4:compDF:B,N) Samsu-ilina

**Regarding the natural elements in accordance of the schematic outline (*infra*):**

**All the texts except L3, have Nat 6,7,12 (Nat 6 No claim, Nat 7 Oath, Nat 12 witnesses)**

Larsa seq Nat 1: 2,5,6,7,9,12: (Nat 2 Bringing in, Nat 5 much as there is, Nat 6 No claim, Nat 7 Oath, Nat 9 shares:equal, Nat 12 witnesses)

See texts: L4 (2,5,6,7,9,12),

**Larsa seq Nat 2: others: (Nat 2 Bringing in, Nat 3 Divided by lots, Nat 9 shares equal ba/ *išqu*, Nat 5 much as there is, Nat 6 No claim, Nat 7 Oath, Nat 8 preference portion, Nat 12 witnesses)**

See texts: L1 Nat 6,7,12; L2 Nat 5,6,7,12; L3 Nat 7,9,12; L5 Nat 3,6,7,12; L6 Nat 2,3,6,7,9,12; L7 Nat 5,6,7,9,12; L8 Nat 2,3,6,7,9,12; L9 Nat 6,7,9,12; L10 Nat 3,5,6,7,8,12

City	First Dynasty of Isin	Larsa Dynasty				First Dynasty of Babylon				No Date
	Damiq-ilīšu (1816-1794)	Sin-iddinam (1849-1843)	Sin-iqīšam (1840-1836)	Rīm-Sîn I (1822-1763)	Rīm-Sîn II (1741-1740)	Apil-Sîn (1830-1813)	Sîn-muballit (1812-1793)	Ḫammu-rāpi (1792-1750)	Samsu-iluna (1749-1712)	Ammī-šaḍuqa (1646-1626)
Larsa				L2: E:1: DF:B Natseq2 L1: E:2:DF,S,B Natseq2 L3: E:1: DF:B Natseq2 L4: E:1: DF:B Natseq1	L5: E:1: DF:B Natseq2			L6: E:1: DF:B Natseq2 L7: E3:DF,DM:S,B Natseq2	L8: E3:DF,DM:S,B Natseq2 L9: E4:compDF:B,N Natseq2	L10: E:1: DF:B Natseq2

Figure 52 Larsa's schematic outline of distribution of sequence patterns

## 2. NIPPUR

**Table 28 Abbreviations of family members (Nippur)**

<b>B</b>	<b>brother</b>	<b>P</b>	<b>priestess</b>
<b>D</b>	<b>daughter</b>	<b>S</b>	<b>sister</b>
<b>DF</b>	<b>deceased father</b>	<b>SF</b>	<b>stepfather</b>
<b>DGF</b>	<b>deceased grandfather</b>	<b>U</b>	<b>uncle</b>
<b>DGM</b>	<b>deceased grandmother</b>	<b>?M/F</b>	<b>unknown if maternal or paternal estate</b>
<b>DM</b>	<b>deceased mother</b>	<b>*1</b>	<b>only one contractual party's divided awarded assets</b>
		<b>?</b>	<b>uncertain</b>

### **Regarding the essential elements in accordance of the schematic outline (*infra*):**

#### **Nippur seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)**

N7 Sin-iqīšam , N1 Rīm-Sîn I, N8 Rīm-Sîn II, N3 Samsu-iluna, N6 Samsu-iluna, N10 Samsu-iluna

#### **Nippur seq E.4 Complex family relationships – combination of 1-3**

N2 Damiq-ilišu (DF:B), N5 Samsu-iluna (DF,DGF:U,N), N9 Samsu-iluna (DF:B,N,U), N4 undated (DM,DGM:SF,D)

### **Regarding the natural elements in accordance of the schematic outline (*infra*):**

#### **Nippur seq Nat 1: 2,3,6,7,8,12**

(Nat 2 Bringing in, Nat 3 divided by lots <sup>giš</sup>sub-ba, Nat 6 no claim, Nat 7 oath, Nat 8, preference portion, Nat 12 witnesses)

N2 & N5

#### **Nippur seq Nat2 different sequences: Predominately: 2,3,7,12**

(Nat 2 Bringing in, Nat 3 divided by lots <sup>giš</sup>sub-ba, Nat 7 oath, Nat 12 witnesses)

N1 Nat 2,3,6,7,8,12; N3 Nat 7,12; N4 Nat 1,2,3,6,7,12 (adoption clause); N6 Nat 2,8,12; N7 Nat 3,6,7,12; N8 Nat 2,3,8,12; N9 Nat 3,6,7,8,12; N10 Nat 3,8,12



### 3. SIPPAR

**Table 29 Abbreviations of family members (Sippar)**

<b>B</b>	<b>brother</b>	<b>P</b>	<b>priestess</b>
<b>D</b>	<b>daughter</b>	<b>S</b>	<b>sister</b>
<b>DF</b>	<b>deceased father</b>	<b>SF</b>	<b>stepfather</b>
<b>DGF</b>	<b>deceased grandfather</b>	<b>U</b>	<b>uncle</b>
<b>DGM</b>	<b>deceased grandmother</b>	<b>?M/F</b>	<b>unknown if maternal or paternal estate</b>
<b>DM</b>	<b>deceased mother</b>	<b>*1</b>	<b>only one contractual party's divided awarded assets</b>
		<b>?</b>	<b>uncertain</b>

#### **Regarding the essential elements in accordance of the schematic outline (*infra*):**

**Sippar seq E.1 Estate owner: deceased father (DF), contractual party: brothers (B)\*,**

S1 Sin-iddinam, S2 Apil Šin, S8 Šin-muballit, S11 Šin-muballit, S12 Šin-muballit, S13 Šin-muballit, S14 Šin-muballit, S18 Hammu-rāpi, S22 Samsu-iluna, S23 Samsu-iluna, S24 Samsu-iluna, S26 Amisaduqa

**Sippar seq E.2 Estate owner: deceased father (DF), contractual party: sister/s (S) & brother/s (B)\***

S5 Apil-Šin, S9 Šin-muballit, S15 Hammu-rāpi, S16 Hammu-rāpi, S20 Hammu-rāpi

**Sippar seq E.3 Estate owner: deceased father (DF) & deceased mother (DM), contractual party: sister/s (S) & brother/s (B)**

S3 Apil-Šin, S17 Hammu-rāpi

**Sippar seq E.4 Complex family relationships – combination of 1-3**

S4 Apil-Šin (DF:N?), S6 Šin-muballit (DM:PS), S7 Šin-muballit (DM:PS), S10 Šin-muballit (DM?:S\*1), S19 Hammu-rāpi (DF:N,PS,B,S\*1), S21 Samsu-iluna (DF:B,N), S25 Samsu-iluna (DF:B,N)

#### **Regarding the natural elements in accordance of the schematic outline (*infra*):**

**Sippar seq Nat 1: 4,5,6,7,12** (Nat 4 heart is satisfied, Nat 5 completely divided *ga-am-ru/istu*, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses): S1, S3, S5, S7, S8, S23, S24

**Sippar seq Nat 2: 5,6,7,12** (Nat 5 completely divided *ga-am-ru/istu*, Nat 6 no claim, Nat 7 oath, Nat 12 witnesses): S2, S9, S11, S12, S13, S14, S16, S18, S20

**Sippar seq Nat 3 compl:** combinations of: 2,3,4,5,6,7,10,11,12; Predominately Nat 7 oath, Nat 12 witnesses) (50% Nat 5 completely divide, Nat 6 no claim) (Nat 2 Bringing in, Nat3 divided by lots <sup>giš</sup>**sub-ba**, Nat 4 heart is satisfied, Nat 5 completely divided *ga-am-ru/istu*, Nat 6 no claim, Nat 7 oath, Nat 10 Trust/trustee, Nat 11 usufruct Nat 12 witnesses): S4 Nat 5,7,12; S10 Nat 7,12; S15 Nat 7,12; S17 Nat 2,5,6,7,11,12; S19 Nat 5,6,7,11,12; S21 Nat 6,7,12; S22 Nat 5,6,7,9,12; S25 Nat 4,5,7,10,12; S26 Nat3,6,7,12.



City	First Dynasty of Isin	Larsa Dynasty				First Dynasty of Babylon					No Date
	Damiq-ilišu (1816-1794)	Sin-iddinam (1849-1843)	Sin-iqšam (1840-1836)	Rim-Sin I (1822-1763)	Rim-Sin II (1741-1740)	Apil-Sîn (1830-1813)	Sîn-muballiṭ (1812-1793)	Ḫammu-rāpi (1792-1750)	Samsu-iluna (1749-1712)	Ammī-šaduqa (1646-1626)	
Sippar		S1: E:1 Natseq 1				S2: E:1:DF:B*1 Natseq2					
						S3: E:3:DF,DM:B,PS *1 Natseq1					
						S4: E:4:DF:N? Natseq3					
						S5: E:2:DF:B,PS*1 Natseq1					
						S6: E:4:DM:PS Natseq3					
						S7: E:4:DM:PS Natseq1					
						S8: E:1:DF:B*1 Natseq1					
						S9: E:2:DF:S,B*1 Natseq2					
						S10: E:4:DM?:S*1 Natseq3					
						S11: E:1:DF:B*1 Natseq2					
						S12: E:1:DF:B*1 Natseq2					
						S13: E:1:DF:B*1 Natseq2					
						S14: E:1:DF:B*1 Natseq2					
						S15: E:2:DF:B&PS*1 Natseq3					
						S16: E:2:DF:B&S Natseq2					
						S17: E:3:DF,DM?:PS, B*1 Natseq3					
						S18: E:1:DF:B*1 Natseq2					
						S19: E:4:DF:N,PS,B,S *1 Natseq3					
						S20: E:2:DF:PS&B*1 Natseq2					
						S21: E:4:DF:B,N Natseq3					
						S22: E:1:DF:B* Natseq3					
						S23: E:1:DF:B* Natseq1					
						S24: E:1:DF:B*1 ? Natseq1					
						S25:E4 Natseq3					
						S26: E:1:DF:B Natseq3					

Figure 54 Sippar's schematic outline of distribution of sequence patterns

# APPENDIX I: TABLE OUTLINE OF CONTRACTUAL PARTIES AND DECEASED ESTATE OWNERS

<b><u>Contractual Parties</u></b>				
	<b>Brothers</b>	<b>Sisters</b>	<b>Nephews / Uncles</b>	<b>Other</b>
<b>Larsa (10)</b>	L2, L3, L4, L5, L6, L10 (6)	L1, L7, L8 (3)	L9 (1)	none
<b>Nippur (10)</b>	N1, N3, N6, N7, N8, N10 (6)	none (0)	N2, N5, N9 (3)	daughter (adoptee and natural) N4 (1)
<b>Sippar (26)</b>	S1, S2, S8, S11, S12, S13, S14, S18, S22, S23, S24, S26 (12)	S3, S5, S6, S7, S9, S10, S15, S16, S17, S19, S20 (11)	S4, S21, S25 (3)	none

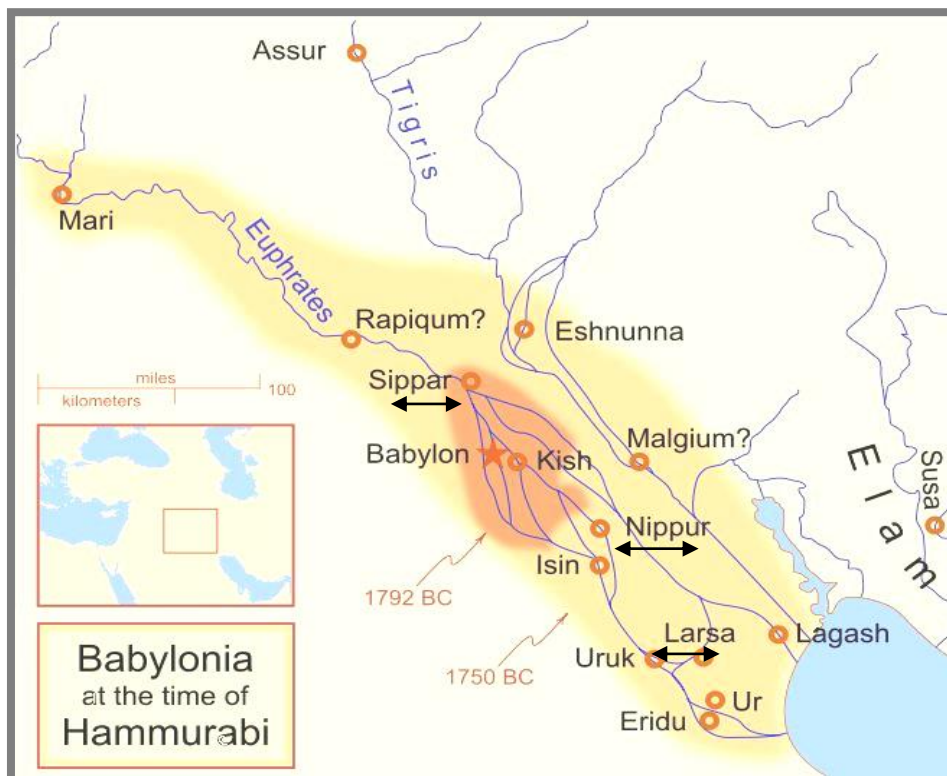
<b><u>Deceased estate owner</u></b>			
	<b>Father</b>	<b>Mother</b>	<b>Father &amp; mother</b>
<b>Larsa (10)</b>	L1, L2, L3, L4, L5, L6, L9, L10 (8)	 (0)	L7,L8 (2)
<b>Nippur (10)</b>	N1, N2, N3, N5, N6, N7, N8, N9, N10 (9)	N4 (1)	none (0)
<b>Sippar (26)</b>	S1, S2, S4, S5, S8, S9, S11, S12, S13, S14, S15, S16, S18, S19 S20, S21, S22, S23, S24, S25, S26 (21)	S6, S7, S10, (3)	S3,S17 (2)



## APPENDIX J: MAPS OF THE OLD BABYLONIAN REGION



Source: <http://oi.uchicago.edu/research/lab/photos/meso/> Cited: 3 January 2012



Source : [http://commons.wikimedia.org/wiki/File:Hammu-rāpi%27s\\_Babylonia\\_1.svg](http://commons.wikimedia.org/wiki/File:Hammu-rāpi%27s_Babylonia_1.svg) Cited: 3 September 2012



## **APPENDIX K: LEGAL TRANSPLANTS VERSUS UNIVERSAL APPLICATIONS OF DIVISION AGREEMENTS**

In contemporary South African law the division agreement, named the “redistribution” agreement, assists the South African estate administrator, in certain circumstances, in the finalisation of the administration of a deceased estate. The mechanisms used in the “redistribution” agreement in South Africa are the same as those used by the ancient Babylonians, thousands of years ago, in Old Babylonian family deceased division agreement.

In this appendix, some background notes are given of the historical development of the division agreement, in the different time-periods and place, as a forerunner for ideas for further study, in the understanding of a possible nexus between the Old Babylonian division agreements and the contemporary division/redistribution agreements. The question remains - whether the similarities of the agreements separated by time and place is a borrowing, named a legal transplant, or a universal application to the solution of the problem of dividing an estate into portions of sole-ownership.

Watson, a well-known legal historian, states in his “*Aspects of reception of law*” (1996: 335) the following: “Receptions come in all shapes and sizes: from taking over single rules to (theoretically) almost a whole system. They present an array of social phenomena that are not easily explained:, from whom one can borrow”. The question remains: in what circumstances does one borrow? Morrison (1997); Van Reenen (1996); Thomas (1989) and Watson (1978; 1995; 1996) in their studies of law acclaim a universal approach. They warn against an isolationist one, which ignores the rest of society’s aspects. Thomas (1989:279) states that “[M]oreover, it might emerge that man, his needs, problems and conflicts have remained virtually the same through history and that the number of mechanisms to answer these needs and solve his problems and conflicts is rather limited”.

These scholars tend to agree that there is a named universal or collective conscience towards the application of principles to law. Watson (1978; 1995; 1996) goes so far as to explain that the named transplantation of law is not so much a concrete decision of lawmakers, but more a natural or incidental, and even a universal collective conscience of humans towards law. The outlook of theoreticians of law is in sharp contrast to that of practitioners, where lawyers and

advocates in their daily dealings with the law tend to isolate law by focusing on the principles and look out for authoritative sources that indubitably suit their clients' needs. "[L]aw is not some stable or essential trans-historical phenomenon, but differently constituted empirical phenomena in varying socio-historical locations" (Morrison 1997:5).

For the jurist of today, the division agreement has an evolutionary development, beginning only from the early Roman and early Classical Period, and to a certain extent the Old Germanic law. In early Roman law, the right in terms of which more than one person is an owner of something was known as the *community ercto non cito*: that is, co-ownership between heirs and in the case of brotherhood (*consortium*). The *consortium* was "an imitation of the community of co-heirs and the forerunner of a partnership" (Kaser 1984:123). Sharing common features with this concept was the Germanic "joint hands", the "Gesamthand". Common owners do not possess an undivided share in the common property, although they can dispose of their portion of the property, mathematically calculated. It seems that the owners have a "mutual trust" and there was no right to prohibit any disposal of the share. However, at the same time, any one of them could dissolve the *consortium* by means of the *judicium familiae eriscundae*.

This type of *consortium* declined in the later Republic and decreased in use during the early classical period (Kaser 1984:123). Later in the Republic, the common owners possessed an undivided share, a *communio pro indiviso*, in the *condominium* (Kaser 1984:123, 368). In terms of this, each common owner could dispose of his mathematical share, but the whole of the corpus of the property could only be disposed of by all of them (Kaser 1984:123). With respect to this type of undivided share, each common owner has the right to demand dissolution by partition actions, of which there were several, while the *judicium familiae eriscundae* still applied for the division of inheritances. The object of the action was twofold: to dissolve the co-ownership and to reach a settlement of the claim (Kaser 1984:124).

While the Roman law is considered the forerunner of the South African division (redistribution) agreement in its still developing stage; South African jurists consider Roman-Dutch law as the common law source for division agreements, in its "final" developed form. Roman-Dutch scholars such as Grotius, Voet and Huber are the main proponents (Claassens 2004-2005:36-40). With these scholars' contributions to division agreements, it is important

to note the similarity in the elements, mechanisms and solutions between division agreements in the Roman-Dutch law and South African law, in comparison with Old Babylonian law.<sup>50</sup>

Grotius, a well-known Roman-Dutch Law jurist, refers to a certain kind of community of property, namely joint inheritance, whereby brothers share in an inheritance and which includes:

everything, corporeal or incorporeal, belonging to or possessed by the deceased; also whatever has accrued to the inheritance, together with all benefits and profits; but not property, the ownership of which is forbidden by law, nor that which one or other acquires by any special title other than that of heir; excepting also praelegacies and debts due by the deceased to any one of the beneficiaries. Outstanding debts are not included herein, because they are by law divided amongst the beneficiaries. With respect to expenses, damages, division and deeds, the rules laid down above with respect to other community obtain. But it has been practice from olden times where there are two children for the elder to fix the shares, and for the younger to choose (Maasdorp 1903:297-298).

Voet (1955) refers to a division agreement in his work “*Commentarius ad Pandectas*” Vol 7 10.2.35-10.2.43 as the *judicium familiae eriscundae* and mentions that: “Since, moreover, division of inheritance is a kind of alienation, and the written answer was given that it stands in the position of a purchase...” (Voet 1955:10.2.43) and “... it has been held that divisions stand in the same position as purchase and exchange” (Voet 1955:10.2.35). He mentions further that:

As regards the division which takes place by mutual consent of coheirs and without the offices of an arbitrator, it is fettered by no fixed rules, but is carried out in the manner and on the principle which has appeared to the persons dividing to be the more advantageous and convenient. Either they decide that

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<sup>50</sup> One judge, however, in a 1928 case that was cited relied not on the Roman and Roman-Dutch law principles but looked at an older authority source, namely ancient Egypt. In 1928, in a case discussion a scholar (only referred to as MdV and probably the renowned Melius de Villiers, a Roman law scholar) referred to the South African case of *Jayawickreme v Amarasuriya* (119 LT 499) and critically mentioned that although the court decided that a division agreement was lawfully concluded between the beneficiaries of the estate — the children of the deceased — it was incorrectly concluded on the principles of “rational motive of generosity”. It seems that the principles of Roman and Roman-Dutch law governing division agreements were not recognised, and the result, if it had been arrived at correctly, would have been judicially correct and easy to find. MdV also referred to an example in the text of the Codex 2.4.2 wherein Caesar Antonius said the following: “Since you assert that you entered into a compromise with your sister about the inheritance and on that account undertook in writing to owe her a certain sum of money, even though there had been no dispute about the inheritance, yet, when a compromise had been effected through a fear of litigation, the agreement is deemed to have been entered into effectively” (MDV 1928:51).



the elder divides the property and the younger one chooses; or it may rather have taken their fancy first to make a distribution of the property and then to settle by lot to whom each single share ought to fall; or they may have preferred to make a valuation of the properties in the inheritance and to have mutual bidding with a rise, and thus to let each single property go to him who has come off best in the bidding or the plan may be that the whole right in the inheritance should stay with one person, and that he shall pay the rest a fixed amount of money (Voet: 1955:10, 10.2.2). (See Nippur texts where lots were drawn).

Huber (1939:1.3.29.16) states in his “*Heedensdaegse rechtsgeleertheyt*” as follows:

When the property is such that it cannot be divided, and the shares are almost equal, the one may propose to the other to give or take: or if neither is willing to do that, then the co-owners may use it in turns; otherwise he who has the least share must take money for his portion, at the appraisement of arbitrators.

In South African Law, there are a few court cases that can be outlined for these purposes. In an 1897 court case in the *Testate Estate of John McDonald (1897) 18 NLR 156*, the South African court explains the rationale of a division agreement, that if found “impossible under the circumstances to administer and distribute the estate in terms of the will”, the heirs must enter into a division agreement (156-157). In the case of *Klerck, NO v Registrar of Deeds 1950 1 SA 81 (T)* it was mentioned that with a division agreement:

There is contemplated some sort of reshuffle of assets in the estate, which would in any case have passed to the heirs, in a way which departs in some respect from the actual disposition of the will or the normal course of devolution ab intesto.

For instance, in a South African law report, the learned Judge Dowling referred to a sale, donation and exchange as “vehicles of redistribution”, and said that “some sort of reshuffle of assets” in the estate took place with a redistribution agreement (*Klerck v Registrar of Deeds 1950 1 SA 626 T:630-631*).

The researcher (2004-2005) discusses the origins of the contemporary South African redistribution agreement in Roman and Roman-Dutch Law. The researcher stresses in the mentioned article that the statutory measures are not a codification of the rules governing redistribution agreements, and its ambit and implementation in the estate administration process should be viewed within a wider context (Claassens 2004-2005).

Reflecting on the application of the division (redistribution) agreements in different times and places - is this complicated legal notion a borrowing, named a legal transplant or a universal application, named collective consciousness? Further studies may give a possible nexus between the application of the principles and solutions pertaining redistribution agreements in the ancient Near East, until today, in the law succession systems of the named Romano-Germanic family of laws, with special reference to South Africa and Scotland and the named Romano-Saxon family of laws, and even with the United States of America.